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Contents.

CURRENT TOPICS.....	361	COMPANIES	370
A MORTGAGEE'S RIGHT TO FIXTURES.....	364	LEGAL NEWS	371
REVIEWS	365	COURT PAPERS	372
CORRESPONDENCE	365	WINDING-UP NOTICES	372
RESULT OF APPEALS.....	366	CREDITORS' NOTICES	372
LAW SOCIETIES	366	BANKRUPTCY NOTICES	373

Cases Reported this Week.

In the Solicitors' Journal.

Attorney-General v. Johnson	367
B. Re	367
Demer v. Cook and Another	368
Lawford v. Billericay Rural District Council	366
The Harden Star, &c., Co. (Lim.), Re. Morris v. The Company	368
Watts v. Bucknall.....	367

In the Weekly Reporter.

Attorney-General v. Lord Montagu ...	326
--------------------------------------	-----

Bell v. Marsh.....	325
Blore v. Giulini and Another.....	326
Dublin United Tramways Co. v. Fitzgerald	321
"Duc D'Aumale," The	322
Harrogate Estates (Limited), In re	324
Stagg v. Medway (Upper) Navigation Co.	329
Todd v. North-Eastern Railway Co.	333
Underwood, In re. In re Bowles. U. v. W.	335

Current Topics.

ON THE 13th inst. Mr. Justice BUCKLEY gave notice that the statement made in the printed list of business that he would take motions on the 25th of March, and motions by order on the 27th of March, was a mistake. He would take motions as usual on the 27th of March. The other motion days in these sittings would be the 20th of March and the 3rd of April, and urgent motions on Tuesday, the 7th of April.

AS THERE appears to be a somewhat common error prevailing amongst solicitors, as well as the other branch of the profession, that an appellant desiring to appeal from a verdict and judgment in an action tried before a judge with a jury, and not seeking a new trial, has an option to proceed under R. S. C. ord. 58, r. 15, and thus obtain a period of three months within which to appeal, instead of being compelled to proceed under ord. 39, rr. 1A and 4, and to serve his fourteen days' notice of motion, if the trial has taken place in London or Middlesex, within eight days after the trial; and if the trial has taken place elsewhere than in London or Middlesex, within seven days after the last day of sitting on the circuits for England and Wales, it may be useful (says a well-informed correspondent) to direct the attention of practitioners to a case which recently came before the newly-constituted third division of the Court of Appeal (*Fryer v. The Church Agency (Limited)*, 4th February, 1903), in which a litigant in person, who had allowed the time to expire within which he ought to have brought his appeal in conformity with ord. 39, r. 4 (motion for new trial), claimed the right to the longer period of three months in which to appeal provided by ord. 58, r. 15 (appeals to Court of Appeal), but, upon objection taken by counsel for the respondent, the court dismissed his appeal and held that such appeals are governed by order 39 alone.

MR. JUSTICE JOYCE in the case of *Morris v. The Harden Star, &c., Co.* (reported elsewhere) was last week called upon to determine the effect of words which frequently occur in company drafting. The company in the above case acquired property from its vendor "subject to the debts and liabilities set out" in a schedule, and a simple contract creditor who was named in the schedule contended that, by virtue of such words, he was an incumbrancer so as to take priority over the company's debenture-holders. The learned judge declined to adopt such an argument, and decided, not only that a creditor in the position of the applicant was not an incumbrancer, but also that he could not sue the company in debt, for there was no privity between himself and the company, nor was the sale to the company carried out for the express benefit of the scheduled creditors so as to fetter the property with a trust in their favour. At first sight the position of the creditor "subject to" whose debt a company acquires property does not appear a very happy one: his claim in contract against his debtor remains to him, but nothing apparently beyond, and if the debtor be a man of straw, yet the company's obligation cannot help the creditor. This is, of course, fallacious, for presumably the creditor gave his debtor credit in the first place, relying solely on the debtor's solvency, and there is no reason why the debt should in effect be guaranteed in favour of the creditor without any further consideration moving from him. The true effect, therefore, of the words in question is simply to render the company

liable to incumbrances in the usual and accepted meaning of that term, and without importing into it any wider denotation.

UNDOUBTEDLY the provisions of R. S. C. ord. 5, r. 9, for the assignment of causes to the judges of the Chancery Division by rota, are grounded on reasons of expediency, and it would of course be undesirable to tamper with the principle embodied in them. But similar reasons sometimes call for an exceptional arrangement, especially where the same plaintiff is instituting similar proceedings against different defendants, where the cause of action is practically identical and the evidence to be called—particularly where it is of the expensive nature of expert evidence—is the same. And yet, by the caprice of the rota, such actions may be assigned to different judges and come on for contemporaneous hearing, with the result (as Mr. Justice KEKEWICH has just observed) that “it is like the thing one sees on the stage. The army passes out at one wing and goes round and comes in on the other side.” Seriously, the interest of justice, even more than the respect due to the court, seem to tell against such a mode of conducting business. As the above-mentioned learned judge observed on the application before him (which was for the postponement in his own court of a heavy action, involving many trade witnesses, because another action by the same plaintiff with the same evidence was imminent in another court), the desire of such a plaintiff to have both actions tried by the same judge is very reasonable. But, short of arranging a transfer, which confesses the inconvenience of the rule, there is no remedy for the difficulty. As his lordship said, “some provision ought to be made, not only enabling a solicitor, but obliging a solicitor, when he issues a writ, to certify that other actions are pending in other branches of the court connected with it, and thereupon he should be, not only entitled, but bound, to bring the action in the same court,” and his lordship expressed the hope that the point would receive attention. The Court of Appeal subsequently ordered the postponement which had been refused by Mr. Justice KEKEWICH. But this was on the merits of the actions, and because it seemed undesirable to make the particular plaintiff the victim of an experiment. The reasonableness of the complaint, and the desirability of establishing an exception to the allotment by rota, remain unaffected.

SOME FEW years ago the Council of the Bar passed a resolution affirming that it was desirable, in the interests of justice, to make some provision for the gratuitous defence by counsel of prisoners who are too poor to pay for their defence. Nothing, however, has been done to give effect to this resolution, except by one small knot of barristers—namely, the bar mess of the Dorsetshire Quarter Sessions—who, over a year ago, on their own account, initiated a system of defending poor prisoners, which seems to have worked very satisfactorily. It is owing, no doubt, to their action that a section of the bar have been almost compelled to take the matter up; and the result is that a Bill has been introduced in the House of Commons, called the Poor Prisoners' Defence Bill. The proposals made by this measure are, shortly, that a list shall be kept of solicitors willing to act without fee in preparing the defence of poor prisoners; that the case of any such prisoner wishing to be defended shall be allotted to one of these solicitors; and that such solicitor shall instruct a counsel according to a rota to be prepared by the members of each circuit or sessions bar. The general idea of the Bill seems to be admirable, but we do not think the machinery provided for carrying out the idea will work. Clause 1 begins “The clerk of the peace in every county, and the town clerk in every borough” shall keep a list of solicitors willing to act as suggested. Why should it be the town clerk? Why not the clerk of the peace for the borough? True, in some boroughs the town clerk is also the clerk of the peace, but this is by no means always the case, and when the town clerk is not also clerk of the peace, it is difficult to see what he has to do with criminal matters. Again, clause 2 provides that “a copy of the depositions on which the prisoner is committed shall be furnished by the clerk to every prisoner as soon as possible after his committal, and there shall at the same time be given to him the prescribed form, together with a notice that if he is without means to prepare his defence,

he may have a solicitor and counsel allotted to him for his defence on making application in the prescribed form.” “Clerk” is defined to include “clerk of the peace or town clerk or other officer discharging similar duties in any quarter sessions area”; therefore, in a county “clerk” in clause 2 means clerk of the peace. But it does not appear how the clerk of the peace is ever to hear of the committal or to get the depositions. No doubt if the committal is to quarter sessions the clause would work; but if the committal is to assizes, the clerk of the peace need never hear of the case, and has nothing to do with it. In fact, though the Bill refers to prisoners committed either to assizes or quarter sessions, it seems to have been drafted entirely with a view to committals to quarter sessions. It need hardly be said that there is, as a rule, much more need for the aid of counsel in an average assize case than in an average sessions case.

THERE is a schedule to the Bill containing a first set of rules, which is to be varied from time to time. The last of these rules is of great importance. It provides that the solicitor for the poor prisoner may give notice to the clerk of witnesses required for the defence, and such witnesses shall be placed on the list of witnesses summoned by the Crown. This means, of course, that the expenses of witnesses for the defence are to be paid in the same way as the expenses of witnesses for the Crown are paid. Such a rule is necessary if the defence of poor prisoners is to be properly carried out. The need of some such provision as this Bill proposes to make has long been recognized. It is pitiable to see the futile efforts of an undefended prisoner to put his case before the court. Everyone who has ever been in a court of justice knows how a few well-directed questions in cross-examination may utterly destroy the most plausible statement of a witness, but these questions the prisoner is probably quite incapable of putting. It does not seem right or just to employ a trained advocate to conduct a prosecution, and to leave the ignorant prisoner with no professional aid when his liberty and character are at stake, merely because he has no money to pay for advice and assistance. Probably few persons will oppose the principle of the Bill, and if machinery can be invented which will satisfactorily carry the principle into practice, the cause of justice will certainly be advanced.

THE LORD CHANCELLOR has given many a weighty and valuable judgment in the House of Lords when that august body has been sitting as the final court of appeal, but it is something of a novelty for him to deliver a judgment in the House over which he presides when that House is sitting as a legislative assembly. His statement, however, last Monday on the subject of the reduction of licences was almost indistinguishable from a judgment, cases being cited and the law expounded. At the same time, he carefully explained that he was not referring to any particular case, but merely answering a question—namely, whether justices are entitled to refuse the renewal of a licence in order to carry out a pre-arranged policy for reducing the number of licensed houses. He affirmed what he has said before, that in dealing with licences justices must act judicially; and he explained what that means by saying that, though they are not bound by all the forms applicable to strictly judicial proceedings, still, in coming to any decision, they must have proper regard to the principles of justice, and to the rights of all persons concerned. He pointed out that there should be continuity of policy on a bench of magistrates, even though the individuals composing that bench were not always the same; and that for a bench to grant a licence one year and refuse it the next year, when there has been no change in the circumstances, more resembles caprice than the exercise of judicial discretion. Now, in the *Farnham* case there can be no doubt that in refusing a number of renewals of licences, which had been granted by way of renewal for very many successive years, the justices were acting in pursuance of a predetermined policy of reducing the number of licences in their district. What has the Lord Chancellor to say as to this? He is reported to have said: “Magistrates are bound, in the discharge of their duties as licensing justices, to be guided by the state of facts established before them in each case, and I think if they were to proceed on

some preliminary view of the policy they ought to pursue, they would be exceeding their duty." He further went on to quote with approval words of Lord HANNEN in *Sharpe v. Wakefield* to the effect that justices must consider each case on its own special merits, and must not act upon an expressed general intention with regard to all licences. In our issue of the 14th of February last we reported the fact that Lord LINDLEY, who is a licensing magistrate for a division of Norfolk, had addressed a memorandum to his bench as to their duties in relation to renewals. In this he stated that justices have no right in law to lay down any hard and fast rule by which they, or still less their successors, would be bound in future, and he reminded his fellow justices that the Legislature has not said that there should be only so many public-houses to so many hundred persons, and that justices have no right to act as if there were some such rule. This memorandum the Lord Chancellor said he had read "with very great satisfaction," and he warned magistrates not to attempt to act the part of legislators. It looks, therefore, as if two at least of the members of the highest Court of Appeal in the land are not quite satisfied with the course which justices are following in every direction. After a pronouncement of such weight, who will say that the *Farnham* case finally settles this important matter? No doubt, when the question is formally brought before the tribunal of last resort, the two eminent members of that tribunal to whom we have referred will bring open minds to bear on the subject, and examine it thoroughly *ab initio*, but recent events point strongly to the advisability of obtaining the decision of the House of Lords as soon as possible. If this is done, the need for legislation on the matter may possibly disappear.

WE PRINT elsewhere a letter from a correspondent raising the question of the analogy of the liability of a solicitor who hands to a purchaser a conveyance the execution of which by one or more of the vendors is a forgery to that of the stockbroker in the case of *Starkey v. Bank of England* which we discussed last week (*ante*, p. 349). The actual details upon a transfer of stock at the Bank of England under a power of attorney and upon a completion of a purchase are of course very different. The stockbroker produces to the bank his power of attorney purporting to be signed by the persons in whose names the stock is standing, and, on the faith of this, and of the stockbroker's signature in the books, the bank transfers the stock into the name of a new owner whose title cannot afterwards be disputed. Here is a clear case of a man setting up an authority from a principal, and inducing another to act to his damage upon the faith of the existence of authority. The only ground for disputing the stockbroker's liability was that the bank really relied, not on the power of attorney as produced by him, but upon their own inquiries as to its genuineness. This, however, has been held not to be material. The stockbroker sets up his power of attorney, and under the rule in *Collen v. Wright* (6 W. R. 123, 8 E. & B. 647) he is to be taken to warrant its genuineness. Now what is there that corresponds to this in the case where a solicitor hands to a purchaser a conveyance the execution of which by one or more of the parties is forged? The mere handing over of the deed does not amount to any representation of authority such as that involved in producing a power of attorney. The representation of authority was really made on the signing of the contract, but this would not be done by the solicitor. There is, of course, a representation that the deed is executed by certain persons, but, in the absence of fraud, the solicitor is not liable in the event of the representation being erroneous. The material point seems to lie in the receipt clause. If the person whose signature is forged is one of those entitled to receive the purchase-money, then the solicitor alleges, by virtue of section 56 of the Conveyancing Act, 1881, that he is entitled to receive the money; and if the purchaser pays him, and the money does not get to the right hands, the solicitor, upon the purchaser being deprived of the property, would be liable to refund. This is a risk which a solicitor can avoid by paying the money into a bank to the joint account of the actual vendors. The case where the forged execution is not that of a person entitled to purchase-money, but of someone who joins simply for the purpose of getting in an outstanding estate, is not likely to

occur; but, if it should, the solicitor would not seem to be under liability to the purchaser. The purchaser, if he wishes to protect himself, can appoint some person under section 8 of the Conveyancing Act, 1881, to attest the execution.

WE READ that a judgment of much interest to shopkeepers has just been given by the tribunal of Basle. The defendant, a woman who kept a linen shop in the town, refused to sell to a customer some handkerchiefs which were exhibited for sale in the window, and justified her refusal by saying that this particular customer had insulted her. It was held that, though the defendant had a right to refuse to sell her goods to any particular person, such person had a right to be notified in advance, and no notice having in fact been given, the defendant was liable in an action by the customer. The law which would in England regulate the right of a customer under similar circumstances does not seem to be quite clear. Cases have often arisen where articles have been exposed for sale in a shop with a label or ticket stating the price, and where, after a customer had entered the shop and tendered the price, the shopkeeper refused to complete the transaction. Can it be said that in such a case there is a breach of contract giving the customer a remedy by action? The cases as to advertisements offering rewards, ending with *Carlill v. The Carbolic Smoke Ball Co.* (1893, 1 Q. B. 256), seem to stand upon a different footing. Where a reward is offered it is generally offered to procure some service which is entirely performed by the party claiming the reward. The person claiming the reward would often have some ground for maintaining an action for work and labour. But in the case of goods offered for sale in the shop, it could scarcely be said that the labour of crossing the threshold of the shop was part of the consideration for the contract. A mere publication of an intention to sell is not a contract made with all the world. The question, of course, is whether the exposure of the goods for sale is an offer to receive offers or an offer made to all the world which it is meant shall ripen into a contract when anyone comes forward and tenders the price. The character of the transaction must be extracted from the course of business and from the circumstances, and, as we have already said, we do not think that any case precisely in point can be found in the English courts.

COMPLAINT is made that the use of locomotives in the crowded streets of London for the purposes of traction continues to increase, and that it is attended with risk to the public. Questions were addressed to the Home Secretary in the House of Commons last week as to the number of accidents caused by the traction engines and waggons employed by the contractors of the Great Northern, Brompton, and Piccadilly Electric Railway, which is now in course of construction; and as to the hour of the day upon which these accidents occurred; and asking whether a red danger flag was exhibited by those who were in charge of the engines. In reply to these questions, the Home Secretary stated that there was no statutory requirement that a red flag should be carried in front of the engines, and that he had been informed that the use of the engines had been discontinued by the contractor. We believe that trucks drawn by powerful steam engines have been observed in other public thoroughfares of London, and, assuming that the use of these engines would at common law constitute a public nuisance, as being calculated to obstruct the highway and to frighten horses, we proceed to inquire whether this use has received the express or implied sanction of the Legislature. By the Locomotives Act, 1898, the borough or county council may permit waggons drawn by a locomotive on the highway to carry weights in excess of those mentioned in section 4 of the Locomotive Act, 1861, and a locomotive is not to be used on any highway to draw more than three loaded waggons (exclusive of any waggon solely used for carrying water for the locomotive) without the consent of the council. Regulations are made as to the number of persons employed in driving or attending to the locomotive, and the council may by bye-law prohibit or restrict the use of locomotives on any specified highway in their county or borough on account of the highway being crowded or unfitted for locomotive

traffic, or of the inconvenience caused to inhabitants. Whatever may be the law in the United States of America, it cannot be supposed that our Parliament intended that the streets of London should, generally speaking, be used as railways, and we may conclude that the power to restrict the use of locomotives was meant to be vigorously exercised. It appeared, however, in the course of an inquiry into an accident in the Kensington-road, that no bye-law had been made by the county council. Something would, at any rate, be gained if the use of these new-fangled machines was confined to the early hours of the morning.

It is a well-settled rule that a mortgagee of a ship is entitled, on taking possession under his mortgage, to receive the freights, and he will thereupon exclude creditors who have taken a security upon the freight alone. The mortgagee, it has been said, has no absolute right to the freight as an incident of his mortgage, and he cannot intercept the freight by giving notice to the charterer before payment; but if he takes possession, either actual or constructive, he becomes entitled to the freight as an incident of his legal possessory right: *Liverpool Marine Credit Co. v. Wilson* (L. R. 7 Ch., p. 511). The judgment just referred to implies further that, for the mortgagee to become entitled to a particular freight, he must take possession of the ship before it has been actually earned, and the same idea seems to run through other decisions on the subject, but apparently the point had not been expressly decided until the decision of WALTON, J., last week in *Shillito v. Biggart & Fulton* (ante p. 354). There a mortgage of a ship had been made in October, 1900. In the summer of 1902 she carried a cargo of coal to Santos, and the freight, which had been assigned by the shipowners, was earned and became payable on the 17th of June. After discharging at Santos, the ship returned with a cargo from the River Plate to Hull. She arrived on the 14th of August, and on her arrival the mortgagees took possession. Thereupon they claimed the freight due on the 17th of June, which had not been paid. The assignees, on the other hand, contended that their entry into possession only enabled them to claim freight which was not then payable. The question was considered in *Rusden v. Pope* (L. R. 3 Ex. 269) and it seems to have been thought that possession before the freight was payable was essential to give the mortgagee the right to claim it. In the case of land, the mortgagee is entitled to arrears of rent due when he takes possession (*Pope v. Biggs*, 9 B. & C. 245), but BRANWELL, B., distinguished freight on the ground that it is due by contract for something done, and the mortgagee can only claim it if he has been in possession while it is being earned. Perhaps this puts the case too strongly against the mortgagee, but at any rate, as WALTON, J., has now held, he must go into possession before the freight is due.

THE PRACTICE, which has become prevalent among employers of workmen, of insuring themselves against their liability for damages under the Workmen's Compensation Act, 1897, has, we understand, raised the question how far the employer is bound to give the insurer notice of any infirmity in the workmen which may make it more probable that any injury which they may sustain may result in "total incapacity" for work? The weekly payment to which the workman is entitled is of course greater where there is, not partial, but total, incapacity. It is contended that where any one of the workmen at the time of the insurance is partially crippled by the loss of one or more of his fingers, or suffers from weakness of sight, the risk that any accident which he may sustain will result in total incapacity is materially increased, and that this is a material fact which ought to be communicated to the insurer. It may said, on the other hand, that the employer who chooses to take into his employment a workman suffering from some infirmity would, if he were uninsured, have no answer to a claim for compensation as for "total incapacity," although the infirmity would make it much more likely to occur. And it must be remembered that the insurance companies can always protect themselves by obtaining particulars at the time of the insurance of the condition of the workmen, and by providing that these particulars shall be the basis of the contract.

THE LAW of Newspaper Libel Bill, which is among those introduced into Parliament this session, will, if it becomes law, provide that no action for damages shall be brought against the proprietor, editor, or publisher of a newspaper for libel alleged to be contained in the newspaper unless the plaintiff has previously convinced the Attorney-General or Solicitor-General that he has reasonable ground for bringing the action. It will be remembered that by the Law of Libel Amendment Act, 1888, the order of a judge is required for the prosecution of any such proprietor, publisher, or editor. The new Bill is not based upon the proposition that the liability of the publisher of newspapers for libel should stand on a different footing from that of the rest of the community. It is merely intended as a check upon the bringing of actions for the purpose of blackmail, which, in the case of newspapers, has become a serious hardship.

A Mortgagee's Right to Fixtures.

THE judgment of JOYCE, J., in *Lyon v. London City and Midland Bank* (Times, 19th inst.) is an interesting reminder that the law with regard to the right of a mortgagee to fixtures, as it has been settled by recent decisions of the Court of Appeal, is not in accordance with justice, and that when opportunity occurs it ought to be reconsidered. The rule which might well be supposed to be applicable was enunciated by NORTH, J., in *Cumberland Union Banking Co. v. Maryport, & Co.* (40 W. R. 280; 1892, 1 Ch., p. 425): "I think it was not in the power of the mortgagors to confer on their mortgagees a better title than they themselves had to the property which they agreed to mortgage to them"; and under ordinary circumstances this rule would of course prevail. But the doctrine that chattels, by being affixed to land, become part of the land, and follow the title to the land, has been allowed to displace the rule, and mortgagees have thus been enabled to take possession of articles which, but for this doctrine, would clearly be the property of third parties. The three recent Court of Appeal cases of *Gough v. Wood & Co.* (42 W. R. 469; 1894, 1 Q. B. 713), *Hobson v. Gorringe* (45 W. R. 356; 1897, 1 Ch. 182), and *Reynolds v. Ashby & Son* (1903, 1 K. B. 87), enable the present legal position to be stated with accuracy, although they do not shew how that position is, except upon merely technical grounds, to be justified.

The case in favour of the mortgagee is clearest when the articles in question are already affixed to the land. It is true that, having regard to modern conditions under which machinery is supplied, the duty of inquiring as to the mortgagor's title to fixtures, as well as his title to the land, ought to be imposed upon mortgagees. But the law does not trouble to adapt itself to modern conditions. A trite maxim expressed in Latin is enough to set aside all considerations of equity or of business convenience. *Quicquid plantatur solo solo cedit* is easily remembered and easily said, and no one has yet had the courage quietly to set the well-worn legend aside. The mortgagee finds upon the land valuable property, and although he may well suspect that it does not belong to the mortgagor, but has only been delivered on hire, he is allowed to take it as part of his mortgage security. But when the articles are not affixed at the time of the mortgage there is, of course, in principle and justice, no reason whatever for allowing the mortgagee to profit at the expense of third parties by the fact that they have been subsequently brought upon and affixed to the land, and this is so obvious that in *Gough v. Wood & Co.* (supra) the Court of Appeal defeated the mortgagee's claim by implying an authority on his part to the mortgagor, while the latter remains in possession, to bring on the land, and to allow the true owner to remove, fixtures necessary for his business. This implied authority, said LINDLEY, L.J., "ought to be regarded as authorizing the mortgagor, whilst in possession, to hire and bring and fix . . . fixtures necessary for his business, and to agree with the owner that he should be at liberty to remove them at the end of the time for which they are hired. Unless this is so, persons dealing *bona fide* with mortgagors in possession will be exposed to very unreasonable risks, and honest business with them will be seriously impeded."

This passage, however, is a solitary and very limited concession to the requirements of justice, and its limit was fixed by the case of *Reynolds v. Ashby & Son*. It would seem that if such an authority is to be implied, and if a third party acts upon it by placing valuable goods upon the land, the mortgagee ought not to be at liberty to cancel it by going into possession. Yet such has been held to be the law. As long as he remains out of possession, then the principle of *Gough v. Wood* applies, and the owner of the goods is at liberty to remove them, but should he go into possession—or, which is the same thing, should the very circumstances arise which make it important for the owner of the goods to assert his rights—then his chance of doing so is at an end and the goods are allowed to be retained by the mortgagee. Merely to state the law is sufficient to shew that it requires to be altered, and it is not surprising that in *Lyon v. London City and Midland Bank* JOYCE, J., expressed his sympathy with the principle enunciated by NORTH, J., in *Cumberland Union Banking Co. v. Maryport, &c., Co. (supra)*—viz., that the mortgagor could not give to the mortgagee a better right than he himself had. Similarly in *Gough v. Wood & Co.*, WRIGHT, J., held that "one man's property cannot be taken away from him by being fixed in the land of another" (see 1894, 1 Q. B., p. 718). It may perhaps be suggested that the judges of first instance have been trying to dispense justice in spite of the venerable maxim referred to above, but that they have been overruled by the technical views taken in the Court of Appeal. Under these circumstances a discussion of the matter in the House of Lords would seem to be desirable.

But the foregoing remarks assume that the articles in question have been in fact so affixed to the land as to become fixtures, and, if this is not so, then of course the title of the true owner is not displaced, and the claim of the mortgagee is defeated. This is what happened in the recent case before JOYCE, J. The mortgaged premises were a place of public entertainment at Brighton. Prior to the mortgage, the mortgagor had hired a large number of arm-chairs at the rate of £20 a week with an option of purchase within a limited time for £676. Each chair had two standards with holes at the foot for screws, and, in accordance with the requirements of the local authority, they were screwed to the wooden floor. Now, the tests to be applied to discover whether any particular article has become affixed to the freehold are, as is well known, not of a very definite character, and frequently they are difficult of application. It is necessary to consider the mode of annexation, and also its object. Slight annexation will be enough if there is clearly an intention to make the chattel permanently a part of the land or building, but, provided the article can be removed without great damage to the freehold, even a very secure mode of annexation will not make it a fixture, if it has been affixed for a temporary purpose or for the more convenient use of the article as a chattel: *Holland v. Hodgson* (20 W. R. 990, L. R. 7 C. P. 328). In the present instance, however, JOYCE, J., naturally found no difficulty in applying the tests. The mode of annexation of the chairs was not such as in itself to make them fixtures, while the object of the annexation was merely temporary. The chairs were never, in the words of Lord HALSBURY, C., in *Leigh v. Taylor* (50 W. R., p. 624; 1902, A. C. 157), intended to "form part of the structure" of the building. Hence JOYCE, J., decided against the claim of the defendant bank, the mortgagees.

The Home Secretary has, says the *Times*, furnished Sir Howard Vincent with a return of the alien prisoners, so far as the prison authorities could ascertain, undergoing sentences or awaiting trial in the local and convict prisons of England and Wales on the 2nd of March, 1903. It appears that on the date in question there were 625 criminal aliens in custody—175 Germans, 149 Russians and Poles, 54 French, 44 Italians, 29 Norwegians, Swedes, and Danes, 8 Dutch, and 166 of other nationalities. Of these 568 were males, and 57 females. The offences are returned as 228 against property without violence, 114 against property with violence, 98 against the person, 33 forgery and coining, and 147 other offences. The sentences were 102 to penal servitude for five years and over, 59 to penal servitude for less than five years, 111 to imprisonment with hard labour for one year or over, 93 to imprisonment with hard labour for six months or less than one year, 63 to imprisonment for three months and less than six, 67 to one month and less than three months, 130 to imprisonment for less than a month or awaiting trial. The cost to the British taxpayer of maintaining these criminal aliens in prison is not stated; but it amounts at the very lowest calculation, independently of the property stolen and the injuries inflicted, to about £30,000 a year.

Reviews.

Bankers' Advances.

BANKERS' ADVANCES ON MERCANTILE SECURITIES OTHER THAN BILLS OF EXCHANGE AND PROMISSORY NOTES. By ARTHUR REGINALD BUTTERWORTH, Barrister-at-Law. Sweet & Maxwell (Limited); Effingham Wilson.

This work is based on a course of lectures delivered by the author before the Institute of Bankers in 1901, and from the circumstances under which it was written it aims rather at being a statement of points of practical importance in regard to the carrying on of banking business than a formal treatise. The most anxious part of a banker's ordinary business is the employment of the money which he holds on current and deposit accounts, and while it is essential that the greater part of this money should be earning interest, it is, of course, equally essential that it should be put out on unquestionable security. The securities with which a banker has to deal are very various and cover the whole range of mercantile transactions. Hence it is important that he and his advisers should have a practical acquaintance with the law bearing on negotiable instruments, on transfers of stocks and shares, on bills of lading, and other similar matters. Much information on these subjects will be found in Mr. Butterworth's book, and it is put in an interesting manner. A useful statement is given of the judgment of Cockburn, L.C.J., in *Goodwin v. Roberts* (L. R. 10 Ex. 337), on the application of mercantile usage to negotiable instruments, and reference is made to the recent cases of *Bechuanaland Co. v. London Trading Bank* (1898, 2 Q. B. 658), and *Edelstein v. Schuler* (1902, 2 K. B. 144), on the same subject. For practical purposes, also, the section dealing with blank transfers and the circumstances under which they are available should be useful.

Books Received.

Some London Institutions of Public Importance in their Legal Aspects. By ERNEST ARTHUR JELF, M.A., Barrister-at-Law. Edited, with Notes and an Index, by ALEXANDER COCKBURN MCBARNET, B.A., Barrister-at-Law. Horace Cox.

Bar Examination Papers, Questions and Answers, 1902: Containing the Questions with Full Outline Answers of all the Papers set at the General Bar Examinations of 1902. Volume II. By C. NICOLAS BARHAM, Barrister-at-Law, and ERNEST COCKLE, of Gray's Inn. The Kelly Law Book Co. (Limited).

Compensation in Licensing: The Royal Commission, the Farnham Case, and the New Licensing Act. By Sir RALPH LITTLER, C.B., K.C. Butterworth & Co.

Correspondence.

New Trials.

[To the Editor of the Solicitors' Journal.]

Sir,—I venture respectfully to suggest that the somewhat crowded state of business in the Court of Appeal may be due to the facility with which new trials are granted, so that unsuccessful litigants are induced to apply for a re-trial when there is really no substantial reason for granting the application.

My own experience is that the court is liable to accept too readily the statements of counsel for the appellants, and having thus been imbued with the facts as so represented, it is subsequently extremely difficult for those whose duty it is to oppose the application to dislodge the impression thus made upon the court.

Quite recently, in a libel action, tried with a special jury, the Court of Appeal granted a new trial, the learned judge having held at the end of the plaintiff's case that there was no evidence of malice to go to the jury, the communication being privileged. Without any substantial difficulty, the plaintiff succeeded in obtaining a new trial. This has just taken place with precisely the same result, except that the case was practically stopped by the special jury after hearing the plaintiff's evidence; thus there have been two trials instead of one, and on neither occasion was it found necessary to call any evidence for the defendant. This apparent want of care in granting new trials adds greatly to the uncertainty of litigation and enormously to its cost.

I venture, with all due deference, to suggest that there is a too ready disposition to grant new trials of cases, which it might reasonably be assumed, more frequently than seems to be customary, have been fairly and properly tried by his Majesty's puisne judges.

March 9.

LEX.

Stockbrokers and Forged Powers of Attorney; Solicitors and Forged Conveyances.

[To the Editor of the Solicitors' Journal.]

Sir,—In reference to your observations under the first of the above headings, may I put this question?

On the completion of a purchase, and on the receipt of the purchase-money, an innocent solicitor hands to the purchaser a conveyance, the execution of which by one or more of the conveying parties is a forgery. Is the solicitor liable in damages to the purchaser?

Lincoln's-inn, Jan. 14.

CONVEYANCER.

[See observations under "Current Topics."—Ed. S.J.]

Result of Appeals.

House of Lords.

H. & C. Grayson (Limited) v. South Wales and Liverpool Steamship Co. (Limited). Order appeal from reversed; judgment of Bucknill, J., restored; respondent to pay to appellants costs of hearing below. March 13.

Upperton (Pauper) v. Sir Mathew White-Ridley and Another. Further and fully heard; consideration adjourned *sine die*. March 16.

Local Government Board for Ireland v. McKay. Further and fully heard; consideration adjourned *sine die*.

Appeal Court I.

(Final List.)

Lawford v. Billericay Rural District Council. Appeal of plaintiff from judgment of Mr. Justice Darling, dated April 14, 1902, without a jury, Middlesex. Allowed with costs. March 13.

(For Judgment.)

The Attorney-General v. The Rev. Arthur Newton Johnson (Revenue Side). Appeal of informant from judgment of Mr. Justice Phillimore, dated Jan. 15, 1902 (c. a. v. Feb. 11). Allowed with costs. March 14.

(Original Motions.)

Harcourt v. Macnaughton. Application of defendant for stay of execution pending appeal (No. K. B. New Trial Paper). Stay granted. March 16.

Gerson v. Simpson. Application of defendant for extension of time for giving security (under order, March 2, 1903). Settled on terms. March 16.

(Interlocutory List.)

Wainwright v. Wainwright. Appeal of defendant from order of Mr. Justice Bucknill, dated Feb. 17, 1903. Allowed with costs. March 16.

(Final List.)

(For Judgment.)

Miller v. Law Accident Insurance Society (Limited). Appeal of plaintiff from judgment of Mr. Justice Bigham, dated April 16, 1902, without a jury, Middlesex. Dismissed with costs. March 18.

(For Hearing.)

Torkington v. Magee. Appeal of defendant from judgment of the Lord Chief Justice and Justices Darling and Channell, dated June 25, 1902. Allowed with costs. March 18.

Proctor v. Metropolitan Borough of Islington. Appeal of plaintiff from judgment of Mr. Justice Wright, dated April 9, 1902, without a jury, Middlesex. Allowed with costs. March 18.

Smith v. Kynnersley and Others. Appeal of defendants from judgment of Mr. Justice Wright (special case), set down May 10, 1902. Dismissed with costs. March 19.

Appeal Court II.

(General List.)

Watts v. Bucknall. Appeal of defendant from order of Mr. Justice Byrne (set down Aug. 26, 1902). Dismissed with costs. March 13.

(In Bankruptcy.)

In re The Debtors (ex parte The Debtors), No. 257, 1902. From a receiving order made by Mr. Registrar Linklater, dated April 24, 1902 (restored to list). Allowed with costs. March 13.

In re Beer, G. J. (ex parte The Bankrupt), No. 358, 1899. From an order made by Mr. Registrar Giffard, dated Feb. 4, 1903, refusing to approve a proposal for a composition. Dismissed with costs. March 13.

(General List.)

In the Matter of the Companies Acts, 1862 to 1893, and In the Matter of W. W. Duncan & Co. (Limited), Lawrence Clarke (claimant). Appeal of Lawrence Clarke (claimant) from order of Mr. Justice Buckley (set down Nov. 12, 1902). Dismissed except as to one minor point; costs to come out of estate. March 16.

Divorce.—Everitt v. Everitt otherwise Thompson. Appeal of respondent from order of the President (set down Aug. 12, 1902). Dismissed by arrangement. March 17.

Doughty v. Lomagunda Reefs Co. Appeal of plaintiff from order of Mr. Justice Buckley (set down Oct. 11, 1902). Dismissed with costs. March 17.

In re Drax, deceased. Saville and Others v. Drax and Others. Appeal of defendants from order of Mr. Justice Joyce (set down Aug. 7, 1902). Dismissed with costs; Cozens-Hardy, L.J., dissenting. March 18.

(Interlocutory List.)

Murray v. Sitwell. Appeal of defendant from order of Mr. Justice Kekewich (set down July 1, 1902; restored by order). Dismissed with costs. March 18.

Lamplough v. The Company of Proprietors of the Kent Water Works. Appeal of defendants from order of Mr. Justice Joyce (set down Feb. 26, 1903). Dismissed; costs to be dealt with as below. March 18.

(For Judgment.)

(General List.)

In re Bias. Biss and Others v. Biss. Appeal of plaintiff, I. E. Biss from order of Mr. Justice Buckley. Allowed with costs. March 19.

(For Hearing.)

(Interlocutory List.)

In re Hutchinson, deceased. Hutchinson v. Norwood. Appeal of T. M. Clanchy and Another from order of Mr. Justice Farwell (set down March 9, 1903). Dismissed with costs. March 19.

In re Drax, deceased. Same v. Same. Appeal of plaintiffs from order of Mr. Justice Joyce (set down Aug. 7, 1902). Dismissed; costs as arranged in *Re Drax* yesterday. March 19.

[Compiled by Mr. ARTHUR F. CHAPPLE Shorthand Writer.]

Cases of the Week.

Court of Appeal.

LAWFORD v. BILLERICAY RURAL DISTRICT COUNCIL. No. 1.
13th Feb.

LOCAL GOVERNMENT—AGREEMENT MADE BY RURAL DISTRICT COUNCIL WITH ENGINEER TO REPORT AND PREPARE PLANS FOR A SEWAGE SCHEME—CONTRACT NOT UNDER SEAL—REMUNERATION CLAIMED FOR SERVICE RENDERED.

Appeal by the plaintiff from a judgment of Darling, J., who had held that the agreement for services which the plaintiff had rendered to the defendant rural district council, not being under seal, was one that could not be enforced. The facts were these: In July, 1899, the plaintiff was retained, by an agreement under the common seal of the defendants, to act as engineer on their behalf for certain sewage works they were about to carry out in the parishes of Shenfield and Hutton. Those works were completed when the attention of the defendants was called to the fact that the drainage of a portion of their district, known as Shenfield Common, which was outside the scope of the original scheme, was unsatisfactory and the sewage committee considered the question of extending the original scheme so as to take in this additional area. The committee asked the plaintiff to go to Shenfield Common, make an inspection, and report as to the probable cost. Subsequently the plaintiff wrote to the clerk of the defendant council: "I presume that the agreement between your council and myself for the Shenfield and Hutton scheme will cover the Shenfield Common extension. I am willing that it should be so, but only on the understanding that half the commission, together with other fees then due, shall be paid within two months of the loan being sanctioned. This can either be endorsed on the agreement or added in the form of a letter from you on behalf of the council." The clerk in his reply informed the plaintiff that the payment of his fees should apply to the Shenfield Common extension, but with no variation. The plaintiff duly performed the services which he was asked from time to time to perform, and the sanction of the Local Government Board was ultimately obtained for the scheme, and tenders were advertised for but none were accepted. The plaintiff claimed to be paid his account, and there being a difference of opinion as to the rate he was to be paid for getting out quantities, the defendants took up the position that he was not able to recover at law anything, and refused to pay. The action was then brought, and, as before stated, Darling, J., held that, the agreement not being under seal, the plaintiff could not recover, as the agreement he relied on was invalid. On behalf of the plaintiff it was contended that, this being a claim for services rendered and in a matter which the rural district council were authorized to deal with, the necessity of having the agreement sealed was dispensed with, and *Nicholson v. Bradfield Union* (L. R. 1 Q. B. 620) was relied on. For the defendants it was submitted that as the work done did not come within the exceptions to the rule that a body corporate could only contract under seal—such, for example, as agreements to pay for everyday necessities, or of trifling importance, or where convenience or time made the contracting not under seal almost a matter of necessity—the plaintiff could not recover.

VAUGHAN WILLIAMS, L.J., in giving judgment, said the committee did not purport to make any contract on behalf of the council, and therefore the alleged contract must be taken to have been made by the council. That being so, he thought, following the decision in *Nicholson v. Bradfield Union*, that where goods had been supplied or services rendered, the law raised an implied contract, from the fact that the defendants had accepted and

March

made use of being so, the STUBBING an appeal was a Duckworth, SOLICITORS.

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INLAND RE LEGACY— (1) (c)—S

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made use of one or the other, to pay what was reasonable and fair. That being so, the plaintiff was entitled to judgment.

STIRLING and MATHEW, L.J.J., gave judgment to the like effect, and the appeal was accordingly allowed, with costs.—COUNSEL, C. A. Russell, K.C., Danckwerts, K.C., and Lush, K.C.; MACMORRAN, K.C., and NALDRETT. SOLICITORS, *Boyer, Cotton, & Bower*; *Indermaur & Brown*.

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

ATTORNEY-GENERAL v. JOHNSON. No. 1. 14th March.

INLAND REVENUE—ESTATE DUTY—SUCCESSION DUTY—GIFT IN LIEU OF A LEGACY—RESERVATION OF ANNUITY TO DONOR—FINANCE ACT, 1894, s. 2 (1) (c)—SUCCESSION DUTY ACT, 1853, s. 7.

This was an appeal from the judgment of Phillimore, J., on an information by the Crown claiming estate duty and succession duty from the London Missionary Society (1902, 1 K. B. 416). The London Missionary Society was a body of persons not incorporated, but associated for certain charitable purposes of a religious character and possessed of considerable invested funds, which were held by trustees appointed by the society, and were dealt with and disposed of by directors, in whom the management of the society was from time to time vested. In 1889 the society accepted from Charles Munday Burton, a director of the society, an offer of a sum of £500 in lieu of a legacy, subject to a contract or reservation for the payment of £25 per annum to Burton during his life, and after his death to his wife during her life, in case she should survive him. The arrangement was confirmed and carried out by the following resolution at a meeting of the directors: "That in consideration of the payment to the London Missionary Society of £500 in lieu of a legacy by a director (Charles Munday Burton, Esq.), who does not wish his name to appear in any published or announced list of subscriptions, the present trustees and their successors in the trusteeship of the society be and hereby are authorized to pay the sum of £25 per annum in quarterly payments . . . during the life of the said Charles Munday Burton, Esq., and a like payment to his present wife, Mrs. Martha Burton, during her life should she survive him." The sum of £500 was given and paid by Burton to the society, and the funds of the society held by their trustees became and were, pursuant to the arrangement, charged with the payment of the annual sum of £25 during the lives of Burton and his wife, and the said annual sum was duly paid thereout by the trustees accordingly. Charles M. Burton died on the 12th of May, 1895. His widow died on the 5th of May, 1900. The Crown claimed that estate duty was payable, upon the death of Charles M. Burton, under section 2 (1) (c) of the Finance Act, 1894, on the said sum of £500, as being a gift to a society of which *bond fide* possession and enjoyment were not assumed by the donee immediately upon the gift and thenceforward retained to the entire exclusion of the donor or of any benefit to him by contract or otherwise. The Crown also claimed that succession duty was payable, upon the death of Mrs. Burton, on the said sum of £500, in respect of the determination of the said payment of £25 per annum to her, under section 7 of the Succession Duty Act, 1853, and section 21 of the Customs and Inland Revenue Act, 1888. It was proved that the capitalized value of the annuity was £210. Phillimore, J., held that estate duty was payable on £290 only, after deducting the sum of £210, and that no succession duty was payable. The Crown appealed.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and MATHEW, L.J.J.) allowed the appeal, holding that both estate duty and succession duty were payable on the sum of £500.—COUNSEL, *Sir Robert Finlay, A.G.*, *Sir Edward Carson, S.G.*, and *Vaughan Haiclings*; *Micklem, K.C.*, and *Harman*. SOLICITORS, *Solicitor of Inland Revenue*; *Leonard & Pilditch*.

[Reported by F. G. RUCKER, Esq., Barrister-at-Law.]

Re B. No. 2. 13th March.

BANKRUPTCY—DISCHARGE—SUBSEQUENT SCHEME OF COMPOSITION INVOLVING ANNULLMENT OF BANKRUPTCY—DISCRETION OF COURT AS TO ANNULMENT—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), ss. 23, 32—BANKRUPTCY ACT, 1890 (53 & 54 VICT. c. 71), ss. 8, 9.

This was an appeal against a decision of Mr. Registrar Giffard. The facts were as follows: Mr. B. from 1896 had carried on business as a whisky blender. On the 10th of April, 1899, a receiving order was made against him, and on the 27th of the same month he was adjudicated a bankrupt. In May a first dividend of 2s. 1d. in the £ was paid, and in July the bankrupt applied for his discharge. On proof (1) that the assets were not of a value equal to 10s. in the £ on the amount of unsecured liabilities; (2) that the debtor had continued to trade after knowing himself to be insolvent; (3) that he had, without his wife's knowledge and consent, appropriated and employed in his business money deposited with him by her, it was ordered that the discharge should be suspended for two years and six months, and that the discharge should take effect as from the 12th of January, 1902. On the 9th of January, 1903, the debtor proposed to pay an additional dividend of 7s. 11d. in the £ (making in all 10s. in the £), and this proposal met with the approval of the creditors. One of the creditors, viz., the debtor's wife, had withdrawn her claims against the estate and executed a release under seal. This proposal was made upon condition that the bankruptcy should be annulled, and the debtor on the 28th of January, 1903, applied to the court for their approval of this scheme. On the 4th of February the application was heard, nine creditors supporting it, and one opposing it. The learned registrar refused to approve of the scheme. In his opinion it was in effect an application to remove disqualifications to which the bankrupt was subject by reason of the fact that five years had not elapsed since the date of his discharge. The debtor, who had been elected a councillor of a borough council, appealed. It was argued

on his behalf that the creditors would get nothing if the scheme was not approved and that it was not worth while to punish the creditors for the purpose of imposing a slight inconvenience on the bankrupt. The bankruptcy laws had been passed as much for the benefit of the creditors as for the punishment of the bankrupt, and here the bankrupt's conduct could not have been very bad, for the registrar had only imposed an additional suspension of six months in respect of it.

THE COURT (COLLINS, M.R., and ROMER and COZENS-HARDY, L.J.J.) dismissed the appeal.

COLLINS, M.R.—The debtor in this case has got an order of discharge, but he wishes now to get his bankruptcy altogether annulled. At one time it was thought that there could be no annulment of a bankruptcy except under section 35 of the Act of 1883. The Court of Appeal, however, did not adopt this view. But although the court has a discretion to permit an annulment, the circumstances must be special, and we start with a vehement presumption against the debtor's right to have the bankruptcy annulled. The court is under a duty to consider the character of the bankrupt, how it is that he came to be bankrupt, and how he has gone through the ordeal of bankruptcy. It is said that the court ought to consider the interests of the creditors rather than the interest of the public. In my opinion, the primary matter for consideration is the conduct of the debtor, and here the debtor's conduct is not such as, in my opinion, to entitle him to an annulment.

ROMER, L.J.—I am of the same opinion. In applications of this kind made for the annulment of a bankruptcy, the court is bound, in exercising its discretion, to look at many things, and, amongst others, at the state of affairs in the bankruptcy, and, in particular, the conduct of the bankrupt. The court has to look at the public interest and the requirements of commercial morality. Even if it were to the interests of creditors that there should be an annulment, yet this is no consideration if the court has come to the conclusion that an annulment would not be in the interests of public and commercial morality. It must not be forgotten that what the bankrupt desired was to be able to go about and say that his conduct could not have been very bad inasmuch as his bankruptcy had been annulled by order of the court. The interests of the public and commercial morality are against an annulment in this case.

COZENS-HARDY, L.J.—I agree. I protest against the notion that the bankrupt purged his offence when the period of his discharge elapsed, or that he could make a bargain with his creditors that his bankruptcy should be annulled. On the ground of public policy I disallow the appeal.—COUNSEL, *Muir Mackenzie*; *Danckwerts, K.C.*, and *Carrington*; *Herbert Reed, K.C.*, and *Clayton*. SOLICITORS, *Foy & Co.*; *Harrison & Poyell*.

[Reported by R. R. CAMPBELL, Esq., Barrister-at-Law.]

WATTS v. BUCKNALL. No. 2. 13th March.

COMPANY—PROSPECTUS—OMISSION OF MATERIAL CONTRACTS—"KNOWINGLY ISSUE"—WAIVER CLAUSE—COMPANIES ACT, 1867 (30 & 31 VICT. c. 131), s. 38.

This was an appeal from a decision of Byrne, J. (reported in 1902, 2 Ch. 628), and made in an action brought by a shareholder against a director for damages for non-compliance with section 38 of the Companies Act, 1867. The facts were as follows: In December, 1896, the Worcestershire Brewing and Malting Co. (Limited) was incorporated for the purpose of acquiring certain breweries, one of which had belonged to the defendant Bucknall. The defendant took part in the preparation of the prospectus, which was issued in the same month—viz., December, 1896. It contained, *inter alia*, the following clauses: "The vendors (who promote the company and have acquired the properties to resell at a profit) pay the whole of the expenses of the formation and registration of the company (including the issue of the prospectus and brokerage) up to the first allotment of shares, except stamp duties and the legal charges of securing the debenture stock which will be paid by the company." "A contract for purchase has been entered into, being an agreement dated the 1st day of December, 1896, between Edward Stopford Claremont (who represents the vendors) of the one part and H. Broadbridge, as a trustee on behalf of the company, of the other part." "During the negotiations for the purchase of the properties and the formation of the company, contracts have been entered into between various parties with reference to the formation and promotion of the company and the subscription of its capital, but to none of which the company is a party . . . The contracts referred to in this paragraph are, or may be, contracts within the meaning of the 38th section of the Companies Act, 1867; and, accordingly, applicants for shares are to be deemed to have notice of the said contracts, and to have agreed with the company (as trustee for the directors and other persons liable) to waive all claims, if any, against them for not more fully complying with the requirements of the said section, and allotments will only be made upon this express condition." The plaintiff, on the faith of the prospectus, applied for certain shares, which were duly allotted to him. In January, 1902, he commenced this action, claiming damages under section 38, on the ground that the prospectus did not disclose the dates and the names of the parties to certain contracts entered into prior to the issue of the prospectus, and material to intending shareholders. Byrne, J., decided in favour of the plaintiff, and the defendant appealed. It was admitted that six material contracts, all of which shewed that the value of the properties to be purchased by the company had been much exaggerated, had not been disclosed in the prospectus. It was argued, however, that the waiver clause was a good defence, and that the defendant was not liable, inasmuch as he had no knowledge of the contracts.

THE COURT (COLLINS, M.R., and ROMER and COZENS-HARDY, L.J.J.) dismissed the appeal.

COLLINS, M.R.—Unless the learned judge has misconceived the operation of section 38, this court will not readily differ from him, for he had certain

advantages which we have not, in that he actually saw the defendant as a witness and was thus able to ascertain his knowledge and state of mind at the date of the special meeting of the directors at which the prospectus was finally settled. Beyond all question the omitted contracts are material and ought to have been disclosed in the prospectus, and the defendant is liable under section 38 if he had knowledge of them. It is said that the defendant did not in fact know of the existence of the contracts, and therefore did not "knowingly issue" within the meaning of the section. Now, what is the evidence as to the condition of his mind? He knew that the company had somehow or other acquired three breweries. He himself had been the owner of one, and he must have known that the other two had been acquired by a contract or contracts. Then there was the evidence given to him by the prospectus itself in the waiver clause. The defendant admits that he read the prospectus, but says that he did not ask what the contracts referred to were. He did know of the fact that contracts other than those disclosed did exist. That he was ignorant of the legal aspect is not improbable, but it is clear that ignorance of the law does not shelter a director or any other person. If a person chooses to become the director of a company, he becomes liable to certain statutory obligations. That is his misfortune. It is idle to say that the defendant was honest. We are not imputing any dishonesty except statutory dishonesty. Then it is contended that if the statement in the waiver clause is sufficient to show knowledge by the director, it is also sufficient knowledge to the intending shareholder. In my opinion this argument cannot be maintained. The director's position is different from that of the would-be purchaser of shares. He is under an absolute statutory obligation to disclose material contracts. Have the contracts been set before the intending shareholder in such a way that a reasonable man would have understood the nature of them? In this waiver clause the whole thing is put forward in such a tentative way that an intending shareholder might be led to suppose that the persons who should best know about the matter thought that the contracts might be such as need not be set out in the prospectus. It is not a frank avowal of the true nature of the contracts. In my opinion, the decision of the learned judge was perfectly right, and he has given a very clear statement of the law as to the operation of the waiver clause at p. 634 of the report.—COUNSEL, *Levet, K.C.*, and *Brenner; Norton, K.C.*, and *Joseph Ricardo*. SOLICITORS, *Ashurst, Morris, Crisp, & Co.; Joseph Davis*.

[Reported by R. R. CAMPBELL, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Re THE HARDEN STAR, &c., CO. (LIM.). MORRIS v. THE COMPANY.
Joyce, J. 13th March.

COMPANY—AGREEMENT FOR SALE "SUBJECT TO THE DEBTS AND LIABILITIES SET OUT IN SCHEDULE"—SCHEDULED CREDITOR—DEBENTURE-HOLDERS' ACTION—PRIORITY OF CREDITOR—INCUMBRANCE—PRIORITY.

This was an adjourned summons in a debenture-holders' action against the above-named company taken out by Messieurs Crewdson, Youatt, and Howard, asking, under the circumstances set forth below, whether they were entitled to rank as incumbrancers of the company under an inquiry directed by the decree in the action. By an agreement dated the 15th of July, 1901, a Mr. Hill, thereafter called the vendor, agreed to sell to the company the goodwill and other assets of a business theretofore carried on by him, and clause 4 was as follows: "As the residue of the consideration for the said sale the company shall undertake to pay, satisfy, and discharge all the debts and liabilities of the vendor in relation to the said business set out in the third schedule hereto, and shall indemnify him against all proceedings, claims, and demands in respect thereof"; and clause 6 provided that the assets should be vested in the company "free from incumbrances, but . . . subject . . . to the debts and liabilities set out in the said schedule hereto." The third schedule to the said agreement contained a list of creditors with the amount of their claims, and included the names of the applicants as creditors for £134 odd. The company created an issue of debentures to the amount of £3,250, and the plaintiff, as holder of such debentures, obtained a decree in common form, and directing (*inter alia*) "an inquiry what other incumbrances affect the property comprised in or charged by the said debentures and in whom the same are vested." The applicants claimed that the assets passed to the company "subject to" the payment of their debt, which constituted a charge upon such assets in the hands of the company in priority to any debentures created by the company. The following cases were cited in argument: *Page v. Cox* (10 Ha. 164), *Smith v. Hurst* (10 Ha. 30).

Joyce, J., stated the facts as above set forth and read clauses 4 and 6 of the agreement of the 15th of July, 1901. His lordship said that no creditor was a party to the agreement, nor did it purport to be for the benefit of creditors; the only words that could be relied upon were the words "subject to," &c., in clause 6, and it was said that the company acquiring in this way became a trustee for the scheduled creditors; there was no doubt that when a deed vested property in trustees for specified persons, those persons were entitled to have the property. But the trustee was liable to no person other than the debtor whom he had promised to indemnify; there was in this case no privity between the company and the creditor, and in his lordship's opinion the creditor could not sue and had no charge upon the assets.—COUNSEL, *Preston; Whinney*. SOLICITORS, *C. F. Corbould Ellis; Deacon, Gibson, & Co.*

[Reported by ALAN C. NESBITT, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

DEMER v. COOK AND ANOTHER. Lord Alverstone, C.J.
3rd and 18th March.

FALSE IMPRISONMENT—UNLAWFUL DETENTION—WARRANT OF COMMITMENT—APPEAL—CONVICTION ALTERED—PRISONER DETAINED WITHOUT FRESH WARRANT—ACTION AGAINST CLERK OF THE PEACE AND GOVERNOR OF PRISON.

Point of law arising on a trial before Lord Alverstone, C.J., and a special jury on the 3rd of March last. This was an action brought by the plaintiff against E. H. Cook, the clerk of the peace for the Borough of West Ham, and Captain Johnson, the Governor of Pentonville Prison, in respect of his detention in Pentonville Prison from the 18th of April to the 29th of April. The facts of the case were as follows: On the 2nd of January, 1902, Demer was charged with having indecently exposed his person. He obtained bail, and was subsequently remanded till the 10th of January, when he was charged under section 4 of the Vagrancy Act (5 Geo. 4, c. 83), with being a rogue and vagabond for having been guilty of the above offence. He was found guilty by the magistrates and sentenced to two months' imprisonment with hard labour; and on that day a warrant of commitment on conviction, signed by the magistrate, was made out, directing him to be kept in prison with hard labour for the space of two months. Under that warrant of commitment he was taken to Pentonville, where he remained until the 15th of January, when, in the ordinary course, he was removed to Bedford to complete the remainder of his sentence. He lodged an appeal; and on the 18th of January he obtained bail, which was given by two sureties, the conditions of the recognizances being that Demer should abide by, and duly perform, the order of the court to be made upon the trial of an appeal to quarter sessions. Upon notice of the appeal and the granting of bail being given to the Governor of Bedford Prison, the plaintiff was discharged from that prison pending the appeal. The appeal came on for hearing on the 7th of February, when the appellant and other witnesses were examined orally; and judgment was reserved until the 18th of April, the sessions being adjourned to that day, and the existing recognizances being enlarged. On the 18th of April the recorder gave judgment convicting the defendant of being a rogue and vagabond within section 4 of 5 Geo. 4, c. 83, for that he had been guilty of exposure of his person on or about the 9th of December in the presence of a woman named Romain, and on the 18th of December in the presence of a woman named Staples. He further altered the sentence by remitting the hard labour and putting the appellant in the second division; and the original conviction was altered by the recorder in accordance with that decision. The plaintiff's counsel thereupon applied for a case upon the ground of misreception of evidence and certain other points of law. The recorder said he would grant a case upon the usual recognizances being entered into, and application was made to the sureties as to whether they would enter into the further recognizances, but they declined, and thereupon the recorder said that the law must take its course. Time was given to the plaintiff to find other sureties, but he was unable to do so, and in consequence he was taken back to Pentonville Prison in the custody of warders who were present at the sessions. No fresh warrant for commitment was drawn up, and it was admitted that the only document which the defendant Captain Johnson received was a copy of the conviction as altered by the recorder and the original warrant of commitment of the 15th of January sentencing the plaintiff to two months' imprisonment with hard labour. On the 29th of April the Divisional Court (Lord Alverstone, C.J., and Darling and Channell, JJ.) held that the conviction, as so altered, alleged two distinct offences and was bad. Thereupon the plaintiff was released. Subsequently, on the 7th of June, this action was commenced. The jury provisionally assessed the damages for the plaintiff's detention in the sum of £5; and the question the learned judge had now to decide was whether the action could be maintained against either of the defendants.

LORD ALVERSTONE, C.J., having taken time to consider, gave judgment for the plaintiff. In the course of his written judgment he said that as regarded the clerk of the peace the action could not be maintained. He gave no independent order, but whatever he did was to carry out the order or direction given by the learned recorder, and he only acted ministerially, and as against him the action must be dismissed with costs. The case of *Dew v. Riley* (11 C. B. 434) was an authority that the clerk of a court who acted in pursuance of, and for the purpose of carrying out, the orders of a judge was a ministerial officer. The position of the governor of the prison appeared to be entirely different; and the question was whether he was justified in receiving and detaining the prisoner without any fresh warrant of commitment after the sentence of the recorder, and whether, having done so, he was liable in this action. *Olliet v. Bessey* (Sir Thomas Jones' Rep. 214), *Butt v. Newman* (Gow, p. 97), *The Countess of Rutland's case* (6 Rep. 522, p. 360), *Henderson v. Preston* (36 W. R. 834, 21 Q. B. D. 362), *Groves v. Kene* (27 W. R. 416, 4 Ex. D. 73), shewed that where a gaoler received a prisoner under a warrant which was correct in form no action would lie against him if it should turn out that the warrant was improperly issued, or that the court had no jurisdiction to issue it. Those authorities in no way concluded the present case, because in this case no fresh warrant was issued upon the 18th of April. He (the learned judge) must, therefore, consider whether the conviction of the 15th of January as amended in red, and the original warrant of the magistrates also dated the 15th of January were equivalent to a warrant or took the place of one. In his opinion these documents were not equivalent to, and did not take the place of, a warrant. The warrant of commitment of the 15th of January, upon the 18th of April, had upon the face of it been exhausted, and the view taken by the Court of King's Bench in

their judgment of the 29th of April, that this document could not be relied upon, was correct. It was contended that the order of the quarter sessions of the 16th of April, supplemented by the recognisances into which the sureties had entered that Demer should abide by and perform the order of the court on appeal, rendered any further warrant by the court of sessions unnecessary, and that the conviction of the 15th of January, as altered on the 18th of April, was a sufficient warrant. He, the learned judge, was clearly of opinion that this argument could not be maintained. A conviction was not a warrant; and he thought that section 27 of the Summary Jurisdiction Act, 1848, contemplated a fresh warrant being issued after the appeal, at any rate in such a case as the present, where the sentence was altered and the original warrant had, upon the face of it, expired. The warrant and nothing else was the protection to the gaoler, and he was not entitled to question it or go behind it. The conviction was a new conviction for a new punishment—namely, two months in the second division, and not two months' imprisonment with hard labour of which eleven days had already been suffered. In his opinion Captain Johnson was not justified in detaining the plaintiff without a warrant in writing from the recorder, and that so far as he was concerned the detention of the plaintiff was unlawful. He therefore gave judgment for the plaintiff for the amount assessed by the jury, namely, £5, with costs against Captain Johnson, and dismissed the action with costs as against the defendant Cook. Judgment accordingly.—COUNSELL, C. E. Jones, E. J. Naldrett, and W. W. Grantham; Ivory, K.C., and Travers Humphreys; Sir R. Finlay, A.G., H. Sutton, and Campbell Johnson. SOLICITORS, C. C. Sharman; Clapham, Fitch, & Co.; Treasury Solicitor.

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

Law Societies.

Incorporated Law Society.

NOTICE.

A special general meeting of the members of the society will be held in the hall of the society on Friday, the 24th of April next, at 2 p.m. precisely.

Members wishing to move resolutions must give notice of them to the secretary on or before the 2nd of April.

By order,

(Signed) E. W. WILLIAMSON, Secretary.

March 19.

Solicitors' Managing Clerks' Association.

TUBE RAILWAYS AND PROPERTY.

MR. MAURICE POWELL delivered a lecture on Wednesday, at the Inner Temple (Lecture Room A), before the members of the Solicitors' Managing Clerks' Association on the subject of "The Relation of Property to Tube Railways." The chair was taken by Mr. F. A. BORANQUET, K.C., Common Serjeant of the City of London.

MR. POWELL said that the attempt by railway companies to appropriate the subsoil without making any payment or compensation had been strenuously resisted by its owners, and in the Act of 1891 incorporating the Central London Railway the only power the promoters succeeded in obtaining for compulsorily acquiring such land was power to "enter upon, take, and use the subsoil and undersurface of the public streets," and, as far as he could ascertain, the powers given to other tube railways down to and including 1901 were expressed in the same terms. These were the ordinary words by which a railway company was empowered to take surface land, and this they could only do subject to the provisions of the Lands Clauses Acts, which required them to give the owner notice to treat and to pay the value of the land before they could take possession; if they entered on it without payment they were trespassers, and therefore liable to be sued by the owners of the subsoil for damages and an injunction to restrain the continuance of the trespass. He referred to a number of cases, particularly that of *Mappin Bros. v. Liberty & Co.*, where the plaintiff endeavoured to prevent the defendant from making a passage through the subsoil opposite the plaintiff's house, and where Mr. Justice Joyce had held that the surrounding circumstances led to the inference that the lessors had not intended to lease any part of the street. In the case of *Farmer v. Waterloo and City Railway*, where the company bored through the subsoil without giving the plaintiff notice to treat for the purchase of the subsoil, it was held that the company were not merely taking an easement, but land, and they could not "appropriate" the subsoil without first complying with the Lands Clauses Act. And a similar decision was given in *South v. East London Railway Co.* It would seem that where proceedings were taken for the recovery of the plaintiff's subsoil, the court would give him relief and prevent the railway from running their trains through the subsoil declared to be his. The *Stockport case* (33 L. J. Q. B. 251) and *The Acton case* (*Regina v. Essex*, 14 Q. B. D. 753, rev'd 17 Ld. 447 (C. A.)), *Cropper Essex v. Acton Local Board*, 14 App. Cas. 153) were of interest owing to the extreme importance to frontagers in respect of the claims against railway companies for making tunnels through their subsoil, under the public streets, for it followed from these cases that the railway company must pay not only the price of the subsoil they occupied, but also for any damage that might be done to any adjacent house or land of the vendor by constructing or working the railway over the land taken. In the case of the Central London Railway the committee appointed by the Board of Trade to investigate the question of vibration caused by the working of the railway reported that they had satisfied

themselves "by personal observation that vibration sufficient to cause serious annoyance was actually felt in many of the houses situated along the course of the railway." It had been laid down that for damage done by the working of the railway no compensation was at any time recoverable, although the result of such working was to cause vibration which destroyed the house, unless it could be shown that the damage had been caused by the exercise by the company of their powers in a manner to cause needless injury, or that they had not taken reasonable precautions within their power to avoid injury, in either of which cases the company would be liable to an action. This principle had been finally settled by *Brand's case* (*Hammersmith and City Railway Co. v. Brand*, 1869, L. R. 4 H. L. 171). It was based on the principle that the injury was caused by acts expressly authorized by Parliament, and therefore not actionable, and that it was not within the purview of the clauses giving compensation for such injury. The extreme hardship of this principle when applied to tube railways in their inception, when it was quite uncertain what injury they might cause by vibration, induced some of the opponents of the Central London Railway Bill in 1891 to apply to the Parliamentary Committees on the Bill to insert special clauses giving frontagers along the line of the railway right to compensation for injury caused to them by the working of the railway through the subsoil under the streets, though not belonging to them. They pointed out that it was fair that the company should bear any risk there might be of such injury. As, however, the promoters' engineers gave evidence that at the great depth at which the railway was laid it was impossible for the working of the trains to be felt on the surface, the committee refused the special clauses, and said the case would be governed by the general law. The actual result showed how fallacious the expert evidence had been. It was of extreme importance to ascertain whether the frontager was entitled to the subsoil or not, for it was obvious that if the subsoil had passed by the lease of the house no subsequent dealing by compulsory or voluntary sale between the lessor and the railway could in any way affect the lessee's rights, as he had the present right to the possession of the land to the end of the lease, and the company could not enter thereon without acquiring from him under the Lands Clauses Consolidation Acts his leasehold interest. In the case of the Central London Railway it had been found that the main cause of vibration was caused by the weight of the locomotives, and that by dividing the power among several motors the vibration almost ceased. If, therefore, a company should persist in using engines as so cause injury when it was not necessary, the user would no doubt be restrained by injunction. And in other cases also the unreasonable and vexatious use of statutory powers in carrying out works afforded ground for action although there were no negligence. The results of the working of the Central London Railway having shown the inadequacy of the provisions of the Lands Clauses Consolidation Acts, the Committee on Tube Railway Bills last year inserted clauses that the railway should make compensation to owners and lessees notwithstanding that no part of their property was taken by the company, all claims to be made within two years from the opening of the railway and to be settled by an arbitrator. It seemed probable that similar special clauses would be inserted in future tube railways Bills. The effect was that the companies might use the subsoil of the streets without payment, but any owner or lessee might obtain compensation if his "land, house, or building" was injuriously affected by the working of the railway, although none of his land had been taken. Similar words had been used in the 68th section of the Lands Clauses Act, 1845, and under that it had been held that compensation was recoverable only in respect of damage that would have been actionable but for the special Act, and that the damage must be to land or an interest therein, and be of a permanent character peculiarly affecting the house or land itself in which the person claiming had an interest. A mere personal inconvenience, obstruction, or damage to a man's trade or the goodwill of his house would not be sufficient. It seemed to follow from various decisions that if the working of the trains or lifts constituted a nuisance causing damage to adjacent landowners, lessees, or occupiers, they would have a right to receive compensation under the special clauses. What were the practical remedies? If the company denied the right of the frontager to the subsoil, probably the simplest course would be to sue the company for trespass to recover possession of his subsoil, or, claiming an injunction, a declaration of title, and damages. Should the company then take proceedings legally to acquire the land under the Lands Clauses Consolidation Acts, the declaration of title so obtained would, it seemed, avoid any further inquiry as to the frontager's title. If, on the other hand, the company admitted the frontager's title and their entry, he might prudently claim compensation under the Lands Clauses Consolidation Acts as soon as he was in a position to prove to a jury or an arbitrator the whole amount of damage which would be caused to his land by the construction and working of the railway. Under the Lands Clauses Acts, where the company had through inadvertence omitted to purchase or pay compensation, the company had power within a certain period to purchase or pay compensation for the same, so that they were entitled to remain in possession of the land if they proceeded to acquire it within the required time. The section applied, however, only in cases of mistake or inadvertence. If the company knew that the landowner claimed to have an estate in the land, they could not shelter themselves under section 124 if they entered on land, whether surface or subsoil, to construct their railway without having previously purchased the same. In this connection he referred to the recent case of the *Caledonian Railway Co. v. Davidson* (A. C. 22), decided on the corresponding sections of the Scotch Act. In the cases with which he had endeavoured to illustrate the subject the company had been authorized to enter and take the land in the usual way, which obliged them to purchase the land. In some cases, however, where the tunnel was to be under buildings, the company,

instead of purchasing the lands, had acquired the right to take an easement or right of using the subsoil, and to take cellars of a house only, subject to compensation. In every case, therefore, the enabling Act must be carefully studied in order to ascertain the relative rights of the landowner and railway company in any particular case; and it was, of course, most important for the landowner to examine any Bills introduced into Parliament which, if passed, might affect his rights, in order to secure, as far as possible, adequate protection being afforded him by the Parliamentary committees who investigated the Bills.

The CHAIRMAN, replying to a vote of thanks, said that in the case of *Nappin v. Liberty* Mr. Justice Joyce decided that the subsoil of the road did not belong to the plaintiff. That might be right or wrong. He had heard that the appeal of that case would not be proceeded with, for which he was sorry. But Mr. Justice Joyce was reported to have said that this was a presumption which arose when one did not know the circumstances of the grant, as if it was like a lost grant, and he said that if one knew the circumstances of the grant that presumption could have no place. Cases in the Court of Appeal had not treated it in that way. They had said it was the construction of the grant itself. It was a rule of construction that though the house might be marked as separate from the highway it was construed as granting the land up to the middle of the road, and there was no authority he knew of for such an expression as had been attributed to Mr. Justice Joyce. That case might be right upon the facts, or it might not. But what was the principle covering the question whether the subsoil of the road passed with the house? The old law was that the assumption was that the owner of land adjoining a public road was the owner of the road itself up to the middle. Leases were granted by the man who owned the property up to the side of the road. The Court of Appeal had held that it was a rule of construction that although the house was marked as separate from the highway it was construed as granting the land up to the middle of the road, and there was no authority he knew of for such an expression as that attributed to Mr. Justice Joyce, except some expressions of Chief Justice Cockburn in *Leigh v. Jack* not used by anybody else. There was a case which indisposition had prevented him from trying, and which was tried by the Recorder in the Mayor's Court, where the question was whether a house was injured by a railway. It was fought for three days, and the railway company brought expert witnesses, but the jury came to the conclusion that the making of the railway had damaged the house and the company had to pay. A few days afterwards the same question of fact came before Mr. Justice Ridley in trying a compensation case in the High Court, and there the company threw up the sponge.

Companies.

The British Law Fire Insurance Co. (Limited).

ANNUAL MEETING.

The annual general meeting of the British Law Fire Insurance Co. was held on Friday, the 13th inst., at Cannon-street Hotel, Mr. H. T. Norton (the chairman) presiding.

The net premium income was £70,267 15s. 2d., as compared with £66,980 8s. 7d. in the previous year, being an increase of £3,287 6s. 7d. The net losses, after adjusting those outstanding at the end of 1901, allowing for claims outstanding at the end of 1902, and deducting the amounts recoverable by reinsurance and indemnities, amounted to £27,249 3s. 9d. The loss ratio for the year was 38·7 per cent. The accounts showed an available balance of £19,260 12s. 1d. The directors proposed to carry to reserve £10,000, thus bringing the reserve up to £60,000, to declare a dividend at the rate of 5 per cent. free of income tax for the year, and to carry forward £4,260 12s. 1d. The board were glad to report that they had formed a local board in Liverpool, which several influential members of the legal profession had agreed to join. The directors intended to propose to the meeting to appoint the Honourable Mr. Justice Bigham an additional trustee of the company. They regretted to report the death during the year of their esteemed colleague, Mr. Robert Cunliffe. The vacancy on the board had been filled by the appointment of Mr. Robert G. F. Hills, of the firm of Messrs. Ravenscroft, Woodward, & Co., of No. 15, John-street, Bedford-row, W.C. The directors who retired by rotation were: Messrs. A. G. Beale, J. G. Bristow, R. W. Dibdin, A. H. James, C. G. Kekewich, and M. Pontifex, who, being eligible, offered themselves for re-election.

Mr. H. FOSTER CUTLER (manager and secretary) having read the notice convening the meeting.

The CHAIRMAN said that everything had gone much as they had hoped, and that business had increased on the whole at a satisfactory rate. The loss ratio was very satisfactory, and the progress of the company had been generally all that they could desire. The status and position of the company amongst the other insurance companies was distinctly recognized, and all the supposed weaknesses of youth were now, by general opinion, supposed to have been outgrown. The net premium income was £70,267 15s. 2d., and the gross income £80,900, whilst the sum reassured was £16,650. That might seem rather a large proportion, but it had always been the principle of the board to keep the limits small—at any rate, in the early days of the company. And their limits were quite small as compared with those of some of the bigger companies, which rendered it necessary, when a very large insurance came in, to reinsure a very considerable proportion. The annual premium showed an increase of £3,287 6s. 7d., which was much the same as last year. He had hoped at the meeting last year that they might shew a somewhat larger rate of increase in the future, and he still hoped that might be

so. He had stated at the last meeting that as the company had a reserve fund of £50,000 they were proposing to revise the limits with the view of seeing whether they could not increase some of them with prudence, with the object of diminishing the proportion they had to reinsure. This had been done, and, after careful consideration with the manager, and with the advice and concurrence of the local boards, they had, from the middle of the year, increased the limits and were holding somewhat larger limits than had hitherto been the case, he was satisfied on very reasonable and conservative grounds. In a little time the benefit of that alteration would become apparent, and he had every reason to believe that in years to come they would find these increased limits very beneficial. A separate account would be kept of the business arising each year, and they would always be in a position to know whether they had done wisely, so that they might either extend its operation or retract it, as might be found desirable. The net losses, after allowing for reinsurances and so on, had amounted to £27,249 3s. 9d., the loss ratio for the year being 38·7 per cent., which was practically the same as last year. He was sure that they would agree that this was a very satisfactory rate. There were no offices in London that were able to reduce their losses to such a rate, except the two other legal offices, and he had every reason to hope that on this occasion they might shew as well as either of them. Some years ago the company had had difficulties with their reinsurances, but they were now on a very satisfactory basis and were of substantial benefit to the company. The accounts showed an available balance of £19,260 12s. 1d., of which £4,000 was the amount brought forward, making in effect the earnings and interest just £15,000. It was proposed to carry £10,000 to reserve, bringing the reserve up to £60,000, to declare a dividend of 5 per cent. and to carry forward £4,260 12s. 1d. He need not say that the board had had requests to divide a larger dividend, but the money put to reserve was not thrown away, the shareholders got the interest upon it in the next year's account. Of course the board only invested in gilt-edged securities, and the rate of interest was therefore not quite so high as would otherwise be the case, but on the other hand the money was as safe as it could well be. On the present occasion the board did not propose to increase the dividend, believing that the credit of the company would be much increased by building up a larger reserve. He had had a letter from one of the trustees, strongly advocating that course. A local board had been appointed at Liverpool, from which it was expected a large and profitable business would accrue. They had also asked Mr. Justice Bigham, who was a Liverpool man, and who had given them many useful suggestions, to become an additional trustee. The board had to report with great regret the death of Mr. Robert Cunliffe, who was their oldest colleague. They deeply regretted his loss. He would refer again, as he had done on previous occasions, to the question of the expenses. People used to point with the finger of warning to their expenses, but for some time past the tone of the criticisms in the public press had been entirely different—they had come round to the view of the board. The commission was 14·7 and the expenses 31·3, making 46, which was certainly a high rate but that was to a great extent due to the company's local establishments, which involved many expenses. But never was money better laid out. It was owing to their courage in incurring that expense that the company had been able to get together its business in the course of its fifteen years of existence, and he had no hesitation in saying that that expenditure was not a blot, but that it should be a matter of pride in the management of the company. That did not mean that the board would not keep the expenditure down as much as possible—the rate was decreasing year by year as the annual premium income increased. The average of the premiums, direct and guarantee premiums, was just under 2s. 5d. per cent., which was very low. It used to run to just under 2s. 8d. Taking the revenue account and balance-sheet the total management expenses ran to £22,000, a slight increase on last year. That was due to the establishment of the new board and also to the natural increase of salaries as business increased. There were £156,731 invested entirely in gilt-edged securities. These had suffered some depreciation, it was true, but it was under 5½ per cent., which was due to the fact that the bulk of their securities were made in 1889, before the very great rise which followed the troubles of 1890.

Mr. WM. MAPLES (vice-chairman) seconded the motion.

Mr. COLES expressed his pleasure that the board was building up a good reserve. He hoped that until it had reached £100,000 they would not increase the dividend.

The report was unanimously adopted.

The CHAIRMAN moved, the VICE-CHAIRMAN seconded, and it was agreed, that the retiring directors be re-elected.

On the motion of Mr. COLLINS, the auditors, Messrs. Turquand, Youngs, & Co., were re-elected.

Mr. COLES moved a vote of thanks to the board, the manager, and the staff, observing that the staff conducted the business in a most satisfactory manner.

Mr. COLLINS seconded the motion, which was supported by Mr. MUNDAY, both gentlemen speaking in high terms of the way in which the business was conducted.

The CHAIRMAN, in returning thanks, said the board thoroughly appreciated the services of the staff.

Mr. H. FOSTER CUTLER also acknowledged the compliment, and the proceedings terminated.

Equity and Law Life Assurance Society.

ANNUAL MEETING.

The annual general meeting of the Equity and Law Life Assurance Society was held on Tuesday, at the society's house, 18, Lincoln's-inn-fields, the chairman, Mr. CECIL H. RUSSELL, presiding.

The report stated that the new sums assured under 591 policies amounted

to £640,611 10s., and £560 a year deferred annuities, of which £129,635 were reassured. The net new business was £110,719 in excess of that transacted in the previous year. The new premiums amounted to £23,255 5s. 1d., and the reinsurance premiums to £4,810 2s. 4d., leaving net new premiums of £18,445 2s. 9d., of which £2,369 10s. 7d. were single premiums. The gross amount of the assurances in force at the end of the year was £9,756,855 16s., of which £1,015,058 were reassured; and the net premium income was £307,296 12s. 7d., as against £302,098 17s. 11d. in the previous account. The amount received for interest and dividends was £125,270 13s. 11d., being an increase of £2,136 14s. 9d. on the corresponding figure for 1901. Sundry other receipts amounted to £1,987 5s. 6d., and the profit on reversions fallen in during the year was £1,171 15s. 4d. The claims by death under 119 policies amounted to £306,351 14s. 7d., and twenty-five endowment assurances, amounting to £20,147 15s. 8d., matured. These sums included bonus additions of £50,459 10s. 3d. The society received £121,449 towards payment of these claims from other offices, with whom a portion of these policies had been reassured. One large claim arose at the end of the year, and was included in the item "claims" in the revenue account; it also appeared among the outstanding claims, having been paid after the 31st of December. The larger portion of the liability was reassured with other offices. The incidence of the claims had again been satisfactory, nearly 40 per cent. of the policies, other than maturing endowments, having been upon lives of seventy years of age and upwards. The net amount of claims was considerably less than that expected for the year, and there had been a substantial profit from this source. The deaths of four annuitants were announced during the year, causing the termination of annuities of £315 17s. 8d. The sums paid for cash bonus and surrenders amounted to £13,452 18s. 10d. The funds of the society were increased during the year by £153,036 15s. 11d. Excluding reversions, outstanding premiums and interest, and cash at bank, the total funds were invested to produce £3 15s. 6d. per cent. The directors who retire by rotation were Mr. Deverell, Mr. Hickley, Mr. Dimond, and Mr. Church. All these gentlemen, being eligible, offered themselves for re-election.

Mr. A. F. BURRIDGE (actuary and secretary) having read the notice convening the meeting,

The CHAIRMAN moved the adoption of the report. He said he hoped the meeting would consider it satisfactory. It showed an increase on the business in every department. In new policies there were 591 as against 492 in 1901. The new sums assured were £640,611 against £451,269 in the preceding year. There had also been granted £560 in deferred annuities against £180 last year. The increase in the new sums assured was £189,342 gross. The surrenders had been £11,539 as against £12,852 last year—that was to say, the society had surrendered £1,313 less, which was, of course, desirable, as they wished their policies to be kept in force and their lives to live as long as possible. The average of the policies was satisfactory. Last year the average was £917, which was a very considerable average and, he remembered saying, one which it could not be expected could be maintained. He was glad to find that this year the average had risen to £1,084. The interest and dividends were £125,270, as against £123,133 in 1901. The income had increased from that source by £2,137, and £153,036 had been added to the invested funds, which was the largest amount added in any year of the current quinquennium. The profit realized on reversions falling in during the year was only £1,171; that was a smaller figure than usual, but of course it was a figure which fluctuated, and if it showed a less profit it also showed better duration of life, and that told in favour of the office when they came to the lives which were assured. There had been 119 claims by death, and the sum paid, including bonuses, had been £306,351. That amount had been largely increased by one very large claim. The society had had the misfortune to lose by sudden death a life which some years ago was insured for a term in the office, and that term ran out. Subsequently the office again insured the life for the whole term thereof, and the life dropped, but only £10,000 of the particular policy fell upon the society, and it was not all loss, of course. It would be found with regard to the net claims that there had been a decrease upon the last three years. During that time the claims had been as follows: In 1900 the gross claims were £333,666, and the net claims £304,731; in 1901 the gross claims were £252,361, and the net £232,781, less, as would be seen, than in the year 1900. In 1902 the gross claims had risen, from the cause he had mentioned, to £326,499, but the net claims were only £205,050, so that, taking the net claims—the sums paid by the office out of its own pocket—there had been a decrease in each year of the quinquennium. The amount by which the expected claims exceeded the actual claims was about £50,000. The net claims for the year had only been £205,050. The rate of interest was a shade higher. The society had got £3 15s. 6d. per cent. as against £3 15s. last year.

Mr. FREDERICK PEAKE (deputy chairman) seconded the motion, and it was carried unanimously.

On the motion of the CHAIRMAN the retiring directors were re-elected.

The auditors—viz., for the proprietors, Mr. Edwin Waterhouse and Mr. Joseph Gurney Fowler, and for the assured, Mr. Robert William Dibdin—were also re-elected.

Mr. DIBDIN returned thanks.

On the motion of Mr. Justice GRANTHAM Mr. Harold Agnew, of the firm of Sale, Seddon, & Co., Manchester, was elected a director to fill a vacancy on the board.

On the motion of the CHAIRMAN a vote of thanks was passed the actuary, the assistant actuary, the medical officer, the solicitors, and the staff.

Mr. BURRIDGE said that, on behalf of all those included in the vote he thanked them exceedingly for this kind acknowledgment of their services.

A vote of thanks to the chairman terminated the proceedings.

Legal News.

Changes in Partnerships.

Dissolutions.

CHARLES GARIBALDI SHAW and JOHN HILL EYLES, solicitors (Shaw & Eyles), Reading. March 11. [*Gazette*, March 17.]

General.

It is stated that Mr. William Day, who was recently appointed Associate Justice of the United States Supreme Court, is suffering from influenza, and that his condition is critical.

The annual meeting of the Selden Society will be held at the Council Room, Lincoln's-inn Hall, on Wednesday, the 25th inst., at 4.30. Lord Macnaghten will preside.

The annual general meeting of the Barristers' Benevolent Association will be held on Wednesday next, the 25th inst., in the Middle Temple Hall, at 4.30 p.m. The Lord Chancellor will preside.

Judge Emden, says the *Standard*, announced at Maidstone County Court on Wednesday, that the registrar, Mr. G. D. Warner, had been obliged, owing to ill-health, to resign the office of registrar. The post is worth £800 per annum.

The twenty-first conference of the International Law Association will, at the invitation of the Burg-master of Antwerp, be held in that city on Tuesday, the 29th of September next, and following days. The Belgian Association of Maritime Law has undertaken to make the necessary arrangements for the organization of the conference.

Sir John Hollams, who was lately entertained by the bench and bar in Inner Temple Hall, is, says the *Globe*, to receive from his numerous hosts another mark of respect. He is to be presented with an address signed by all the judges and barristers present at the banquet, with a print of the speeches made by the Lord Chancellor, Lord James of Hereford, the Attorney-General, and himself. This additional compliment is in accordance with precedent. Lord Justice Bramwell received a similar gift after the "farewell" dinner given him by the bench and bar.

The story has been told in these columns, says the *St. James's Gazette*, of how Lord Russell was locked up at a village inn and regarded as a lunatic when he explained that he was Lord Chief Justice. There is a less familiar story of a late Lord Chancellor. Lord Cairns was staying with a friend near Norwich when it occurred to him to visit the asylum there. He arrived late, and was told that he could not be admitted. "But I am the Lord Chancellor," explained Lord Cairns. "Oh," said the policeman, "that's all right; we've got four of you in here already."

The Judicial Committee of the Privy Council, says the *Globe*, having disposed of all the appeals which stood for hearing when they resumed their labours in February, have started on a supplemental list, containing six appeals from India and two from the colonies. All these appeals have been set down for hearing during the past six weeks. There is little of the law's delay, therefore, about the proceedings of the "Imperial Court of Appeal." The only trace of the familiar evil is to be found in the list of eight cases standing for judgment. One of these cases—an appeal from Quebec—was heard as long ago as last July.

"A lawyer's life is not all fees and fun," confessed a New York lawyer the other day, according to the *Central Law Journal*. "I was in the criminal court building a few weeks ago when a man from my district asked me to defend him in special sessions and wait for my fee. Just before the case was to be called for trial he came around to borrow ten dollars, and got it. 'Send for me when your case is called,' I said. When I came out of general sessions at noon one day the client was waiting for me. 'I was discharged,' he exclaimed. 'I thought I was to defend you,' I said. 'You see,' he replied, 'I couldn't afford to pay a first-class lawyer's fee, so I got one of those cheap fellows with the ten dollars you lent me. I thought that would be cheaper.'"

In reply to Sir Howard Vincent, who asked the Attorney-General if his attention had been called to cases last year of breaches of trust by a sole surviving trustee which came before the courts, and if he proposed to take any steps for the protection of beneficiaries either by a compulsory application of the Judicial Trustees Act, 1896, or the establishment of a public trustee and executor, Sir Robert Finlay, in a printed reply, says: This question relates to a matter of great importance which has been from time to time under the consideration of the Government. I do not at present see how it would be practicable to make the application of the Judicial Trustees Act compulsory, but the question of the establishment of a public trustee may require consideration if the working of that Act proves unsatisfactory.

At the Stafford Assizes last week, Mr. Justice Darling, in charging the grand jury, says the *Times*, speaking of certain charges of perjury which were in the calendar, said that though it might be unusual to indict persons for perjuries alleged to have been committed by them in giving evidence for themselves upon their trials, such a course was not, therefore, improper, provided only that the circumstances warranted the preferring of such indictments. He could not help thinking that to exempt all accused people from liability for perjury would be to take a short-sighted view of the true interests of defendants in criminal trials. Such a view, if it prevailed, would lead tribunals to attach little importance to the oaths of prisoners giving such testimony, and great injustice would thereby be done to innocent persons coming forward to deny unjust and false accusations.

On Wednesday, says the *Times*, a sitting was appointed for the public examination of William Henry Miles Booty, solicitor, of 1, Raymond-buildings, Gray's-inn, and Belsize-square, N.W. The debtor had practised in partnership, and had filed two statements of affairs, one relating to his private liabilities and assets, and the other to the partnership affairs. The former statement shewed liabilities amounting to £3,966 15s. 5d., of which £466 15s. 5d. was unsecured, and assets estimated to produce £2,772 6s. 3d. The partnership liabilities were returned at £200,756 0s. 3d., of which £177,762 9s. 6d. was expected to rank, and assets £111,642 3s. 1d., subject to realization. The official receiver asked for an adjournment until some day in next sittings. The debtor Booty had practised in partnership with one Bayliffe, and a receiving order was made against Booty alone on the 5th of February last. On Tuesday, however, a receiving order was granted against the firm, and, in the circumstances, further time was required to investigate the firm's transactions. Mr. Registrar Giffard adjourned the examination to the 29th of April.

Mr. Justice Darling, at the Stafford Assizes, observed, says the *Times*, that he had noticed over and over again, and especially during these assizes, that at the end of the depositions there appeared set out, as the prisoner's statement before the magistrate, the words "I reserve my defence." When those words were used it was nearly invariably the rule that the defendant had the advice of a solicitor, at whose instance the statement was made. His lordship said that he desired, now that the assizes were drawing to a close, to make some observations upon this practice, and he hoped that those observations would be taken down and published. A piece of worse advice could not be given to a prisoner than for counsel to say "I reserve my defence." The aim of such advice was to mislead the prosecution. To a certain class of mind it appeared immensely clever to keep the prosecution in the dark, so that the prosecution, coming prepared to meet one possible defence, found itself met by a very different one never suggested before. No doubt it seemed a very smart thing so to act; but it was the device of solicitors who did not really know their own business, and who thought it very fine to say to their clients "You reserve your defence now, and when you come to trial see what I will do for you." It was, indeed, a shortsighted and stupid proceeding; for a defendant, if he had really a good answer and put it forward to the justices, would in most cases not be committed for trial at all, whereas if, having a good defence, a prisoner concealed it until his trial at assizes, the judge and jury would take note of the circumstance that no such defence was ever suggested before. There was no room for doubt or misunderstanding in the terms of the statutory caution, and no excuse for a man's remaining absolutely silent after hearing it if he had anything worth saying. The clerk to the justices was bound to read the caution. His lordship here read the terms of the caution, and pointed out that the defendants are therein bidden "nothing to hope from any promise of favour, and nothing to fear from any threat." As soon as ever an accused person had the chance of stating his defence he ought to state it; if he withheld it from the justices he came before the jury at a disadvantage. If he withheld it of his own accord he was himself to blame; but in most cases it was the solicitors who were responsible for withholding the defence until trial. In conclusion his lordship hoped that his warning would be taken to heart, and that some people would learn the lesson that there was such a thing as being too clever by half.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE OF				
EMERGENCY ROTA.		APPEAL COURT No. 2.		
Date.		Mr. Justice	Mr. Justice	
Monday, March 23	Mr. Jackson	Mr. Theobald	Mr. Church	Mr. R. Leach
Tuesday 24	Pemberton	W. Leach	Greswell	Godfrey
Wednesday 25	Godfrey	Theobald	Church	R. Leach
Thursday 26	R. Leach	W. Leach	Church	Godfrey
Friday 27	Carrington	Theobald	Church	R. Leach
Saturday 28	Beal	W. Leach	Greswell	Godfrey
EMERGENCY ROTA.				
Date.	Mr. Justice	Mr. Justice	Mr. Justice	Mr. Justice
Monday, March 23	FAIRWELL	BUCKLEY	JOYCE	SWINFEN EADY.
Tuesday 24	Mr. Pemberton	Mr. Beal	Mr. King	Mr. W. Leach
Wednesday 25	Jackson	Carrington	Farmer	Theobald
Thursday 26	Pemberton	Beal	King	Farmer
Friday 27	Jackson	Carrington	King	Greswell
Saturday 28	Pemberton	Beal	King	Church

The Property Mart.

Sales of the Ensuing Week.

March 24.—Messrs. DENHAM, TAYLOR, FARMER, & BRIDGEWATER, at the Mart, at 2, in Fourteen Lots:—Eleven Leasehold Town Residences, Two Shops, and a set of Stabling, with a total rent-value of £1,650 per annum. Solicitors, Messrs. Lindus & Horton and Messrs. Kinney, Ade, & Hosking, London.—City Freehold: Cannon-street, Nos. 98, 100, 102, and 104, at the corner of Laurence Poultry-hill. A highly valuable Freehold Property, now let at £915 per annum, with reversion in 28 years to the rack-rentals of the important buildings standing upon the site, or to a ground-rent now moderately estimated at £2,000 per annum. Solicitor, Charles Wallis, Esq., Basingstoke. (See advertisement, March 7, p. 5.)

March 24.—Mr. JAMES STOWER, at the Mart, at 2:—Spitalfields: Freehold Corner Building site; return frontage about 108 feet; area nearly 4,000 feet. Solicitors, Messrs. Lawrence, Graham, & Co., London.—New King's-road, S.W.: Freehold Corner Building site; area 10,500 feet super, including the old buildings frontage of 66 feet, and 28 feet to Fulham-park-gardens. Solicitors, Herbert F. Oddy, Esq., London.—Hackney: Four Coppyhold Cottages. Solicitors, John Johnson, Esq., and Messrs. Kennedy, Pomeroy, & Hyde, London. (See advertisement, March 14, p. 5.)

March 24.—Messrs. TROLLOPE, at the Mart, at 2:—8, Hertford-street, Park-lane, W., and Stables: An exceedingly choice Town Mansion, situated close to the Park, and having an important frontage of about 36ft.; held for a term of 27 years from September last at a low rent; possession on completion. Solicitors, Messrs. Waterhouse & Co., London.—Kensington: Capital Investments arising from Four Leasehold Houses in a good residential district with easy access to all parts of the metropolis; held for terms having about 70 years unexpired; ground-rent £83 10s.; let at £300 per annum. Solicitors, Messrs. Nicholl, Manisty, & Co., London. (See advertisement, March 7, p. 5.)

March 25.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2:—£8,735 a year: Freehold Ground-rents, in the City of Westminster. Solicitors, Messrs. Coburn & Co., London. (See advertisement, March 7, p. 5.)

Result of Sale.

REVERSIONS, LIFE POLICIES, STOCKS, SHARES, AND DEBENTURES.

Messrs. H. E. FOSTER & CHANFIELD held their usual Fortnightly Sale, No. 735, of the above interests at the Mart, E.C., on Thursday last, when the majority of the Lots offered were sold; the total realized being upwards of £19,700.

REVERSION TO Three-tenths of One-fourth of Bognot			
Freeholds, producing £550 per annum; three lives ...	Sold	£175	0 0
LIFE POLICIES:			
For £20,000 (fully paid) in Scottish Widows' life 51; bonuses, £2,570 4s. 8d. ...	"	14,100	0 0
For £800 (fully paid) in Commercial Union; life 62; bonuses, £50 6s. ...	"	400	0 0
STOCK, SHARES, AND DEBENTURES in Wandsworth and Putney Gas Light and Coke Co., Atkinson Bros., Royal Agricultural Hall Co., Harrow and Stanmore Gas Co., Worthington & Co., Thos. Salt & Co., C. Arthur Pearson, Lee Bridge Gas Co., Ilford Gas Co., Aldershot Gas and Water Co., Young & Martin, Booth's Distillery ...			
	"	5,103	12 6

Winding-up Notices.

London Gazette.—FRIDAY, March 13.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

COOMBE AND DANESCOMBE ARSENIC CO., LIMITED—Creditors are required, on or before May 2, to send their names and addresses, and the particulars of their debts or claims, to William Leonard Bayley, 6, Queen st. pl.

RAOUL, LIMITED—Petn for winding up, presented March 9, directed to be heard March 24. Paddison & Co, 34 and 36, Gresham st, solrs for petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 23.

SCRAP METAL SYNDICATE, LIMITED—Creditors are required, on or before May 11, to send their names and addresses, and the particulars of their debts or claims, to George Harry Rimer, 70, Cornhill. Bidon, Bucklebury, solrs for liquidator.

WILLIAM GIBBS, LIMITED—Petn for winding up, presented March 6, directed to be heard March 24. Waller & Co, 75, Coleman st, solrs for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 23.

London Gazette.—TUESDAY, March 17.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CONTINENTAL TRADING ASSOCIATION, LIMITED—Creditors are required, on or before April 20, to send their names and addresses, together with full particulars of their debts or claims, to Frederick Seymour Salaman, 1, Oxford st, Cannon st.

COOPER & STERN, LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to John Henry Drummond, Victoria rd, Cuckermouth. Hayton & Co, Cuckermouth, solrs for liquidator.

DAMARALAND COPPER SYNDICATE, LIMITED—Creditors are required, on or before April 24, to send their names and addresses, and the particulars of their debts or claims, to George Edmund Pike, 2 and 3, West st, Finsbury circus.

NEW VAMCOUVER COAL MINING AND LAND CO., LIMITED—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to F. Tendon, 12, Old Jewry chambers.

PAMBULA MINES, LIMITED—Creditors are required, on or before April 24, to send their names and addresses, and the particulars of their debts and claims, to Edgar Newton Bungey, 86, Ferme Park rd, Hornsey Bridge, Cophall av, solrs for liquidator.

PETER SCHROEDER BREWING CO., LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Joseph Curdsey Fowler, 3, Frederick's pl, Old Jewry. Ashurst & Co, Throgmorton av, solrs for liquidator.

S STEWART GAMBLE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Fred Woolley, 8, High st, Southampton.

WOOLWICH DISTRICT ELECTRIC LIGHT CO., LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 27, to send their names and addresses, and the particulars of their debts or claims, to John Arbuckle Findlay, Francis Edward Gripper, and John Cuthbert Wigham, Broad Sanctuary chambers, Westminster. Whale, Cannon st, solrs for liquidators.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 6.

DICKINSON, DIXON, Aydon, Corbridge, Northumberland, Farmer April 6 Wolfe v Dickinson, Buckley, J. Fisher, Hexham

OLIVER, JOHN STEPHEN, Uplands Hall, Broughton, Lancaster April 6 Whiteside v Oliver, Registrar, Preston Revels, Preston

TURNER, THOMAS, Grove rd, St. John's Wood, retired Timber Merchant April 9 Richardson v Turner, Joyce, J. Gamlen, Gray's Inn sq

London Gazette.—FRIDAY, March 13.

STOKES, ROBERT REEVE, St Margaret's, Twickenham April 22 Collyer-Bristow v Governors of King's College Hospital, Farwell, J. Dods, Bedford row

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 27.

AKED, CHRISTOPHER, Halifax April 1 Longbotham & Sons, Halifax

ASHMAN, WILLIAM ALFRED, Blenheim, Mon April 27 Bythway & Son, Pontypool

ATKINS, HENRY, Penzance March 25 Boyer & Co, Manchester

BARKER, THOMAS, Cocklake, Wedmore, Somerset, Yeoman March 30 Smith & Burrough, Wedmore, Somerset

BAKER, WILLIAM TAPSELL, Maida Vale March 31 Upperton & Bacon, Brighton	LAMB, THOMAS March 31 Eardley & Co, Charles st, St James sq
BARKER, EDGAR, Hyde Park st, Paddington April 9 Walker & Co, Theobald's rd, Gray's inn	LEY, JOHN CARTER, Cricklewood, Cabinet Salesman March 31 Milner & Bickford, Moor-gate st
BRADDER, SARAH ANN, Bradford March 27 Neill & Holland, Bradford	LINDLEY, JOHN, Birkdale April 7 Eaton, Manchester
BOOTE, REV JOHN, Croydon April 15 Stothart & Bannerman, London Wall	LINFORTH, MARY, York April 25 Dent & Scruton, York
BOWLES, WILLIAM, Amptill, Beds March 14 Sharman & Trethewy, Amptill	MACINTOSH, MARGARET JULIA, Brompton sq March 31 Clements & Co, Gresham House, Old Broad st
BRANLEY, CHARLOTTE CATHERINE, Bournemouth March 31 Huntriss, Halifax	MANFIELD, ALFRED, Salisbury sq, Fleet st March 31 Edmunds & Rutherford, Great Winchester st
BROWN, DANIEL, Colchester, Fruiterer March 28 Prior, Colchester	MOORES, JONATHAN, Gorton, Lancs April 4 Richards & Hurst, Denton, nr Manchester
BROWN, MARTHA, Alcester, Warwick April 9 Burbidge & Howlett, Birmingham	NEILSON, DANIEL ARTHUR, Wentbridge House, nr Pontefract March 31 Claude & Co, Wakefield
BUTTERWORTH, ELIZABETH HENRY FANNY, Streatham April 9 James & James, Ely pl, Holborn gr	NESHAM, HANNAH, Bournemouth April 11 Oliver, Gracechurch st
CATE, HANNAH, Liverpool March 28 Whitley & Co, Liverpool	NEWTON, EDWARD HOTHAM, Fulford Park, Yorks April 18 Cowling & Swift, York
CHALICE, THOMAS, Kirtling, Cambridge, Grocer March 18 Bendall & Sons, Newmarket	NICHOLLA, RICHARD, Kingsbridge, Devon March 14 Beer, Kingsbridge, Devon
CHILCOTT, JAMES, Cotham, Bristol April 24 Bobbett Bros, Bristol	OAKLEY, JAMES, Derby March 25 Whiston & Son, Derby
CLIFFERTON, JOHN RUSSELL, Upper Norwood April 9 Sheffield & Co, St Swithin's In	PHILLIPS, JANE, Mitcham April 15 Hills & Halsey, Lincoln's inn fields
COSON, WILLIAM DAWSON, West Hartlepool, Timber Merchant April 30 Turnbull & Tilly, West Hartlepool	PHILPOT, EDWARD CAMPBELL, Croydon March 31 Morley & Co, Old Broad st
DALTRY, GEORGE, Bristol April 1 Sinnott, Bristol	PRESCOTT, LOUISA, Surbiton April 5 Crowder, Birmingham
DAVIES, CHARLES, Woburn pl March 28 Guedalla & Cross, Old Broad st	REDMAYNE, ROBERT, Bowness on Windermere April 11 Doyle, Manchester
DAVISON, WILLIAM THOMAS, Denford April 7 Tunbridge, Redditch	RHODES, GEORGE, Littleborough, nr Manchester, Coal Merchant April 4 Holland, Rochdale
DEST, THOMAS WILKINSON JOHN, Ravensworth, Westmorland March 31 Suttman & Quekett, Lincoln's inn fields	ROBERTS, WILLIAM, Llandudlas, Denbigh, Builder March 27 Lewis, Rhyl
DIXON, THOMAS PARKINSON, Fulham March 27 Reed & Bloomer, Gt Grimsby	ROSE, JOSEPH, Ingatesstone, Essex, Farm Bailiff March 6 Gepp & Sons, Chelmsford
EAST, GEORGE, Thornton Heath April 14 Barber & Son, St Swithin's In	ROTH, AUGUSTUS DANIEL, Vanlough park, Blackheath, Commercial Agent April 2 Whitehouse & Co, Old Jewry
EDWARDS, GEORGE, Tredgar, Licensed Victualler April 14 Shepherd, Tredgar	SANFORD, PERCIVAL, Hove, Sussex April 6 Ward & Co, Gracechurch st
EMICH, CARL RICHARD, Bradford, Stuff Merchant May 1 Wade & Co, Bradford	SCHOLFIELD, REV CHARLES RICHARD, West Brompton March 26 Cato, Lincoln's inn Fields
FABROW, WILLIAM, Fishguard, Pembroke April 3 Eaton & Co, Havertonwest	SHAW, ANN, Rochdale March 2 Holland, Rochdale
FIELDING, GEORGE HENRY, Finchley, Butcher April 7 Pearce & Sons, Gillespie st	SLEIGHT, MARY, Hampthwaite, Yorks March 14 Peach & Titley, Harrogate
FORESTER, ROBERT HARDING, Brighton, Solicitor March 26 Indermaur & Brown, Chancery In	SOVERBUTTS, ISABELLA, Ashton upon Ribbles, Preston, Lancs April 30 Clarke & Co, Preston
FORWARD, SARAH, Blackpool April 8 Ascroft, Blackpool	STEVENSON, JOHN, Friern Barnet, Rag Dealer March 26 Dunkerton & Son, Bedford row
FORTER, WILLIAM HAMPTON, St Helen's, Lancs March 10 Barrow & Cook, St Helen's	SWINBURNE, EMILY FREDERICA ELIZABETH, Exmouth May 1 Roys & Rawstone, Suffolk pl, Pall Mall East
FRANCE, WILLIAM, Huddersfield, Plush Cutter March 28 Armitage & Co, Huddersfield	TAIT, WALTER, Loanend, Norham, Northumberland March 21 Sanderson & Weatherhead, Berwick upon Tweed
FRANKE, OSCAR ALEXANDER HUGO, Ruabon, Denbigh March 17 Allington & Co, Wrexham	TYACE, SARAH SPENCE, Cheltenham March 6 Green, Sunderland
GLOVER, ASH, Edenbridge, Farmer April 17 Pearless & Sons, East Grinstead	VAUGHAN, WALTER, Kirby Muxloe, Leicester March 20 Whiteman, Nuneaton
GOODMAN, JOHN, Northampton, March 25 Dartnell & Price, Northampton	WALSH, MAURICE, Hastings, Journalist April 1 Chalmers & Herington, Hastings
GOLDIER, SAMUEL, Woodbastwick, Norfolk, Farmer March 31 Copeman & Gadge, Lodon, Norfolk	WENTZELL, ANDREW GOTTLIER, South Hackney March 25 Rawlinson, New Broad st
GRAHAM, HARRIET, Cuzton st, Mayfair April 4 Caprons & Co, Savile pl, Conduit st	WHITAKER, JOSEPH, Longwood, nr Huddersfield, Farmer April 1 Longbotham & Sons, Halifax
HANNAFORD, WILLIAM, Plymouth March 30 Tucker, Plymouth	WHITEHEAD, ALBERT WILLIAM, Birmingham, Surgeon Dentist April 24 Snow & Atkins, Birmingham
HESKETH, LOUISA, Kingston upon Thames April 4 Wilson & Co, Preston	WHITTAKER, JOHN, Clent, Worcester April 25 Wall & James, Stourbridge
HOBBS, WILLIAM, Amersham, Bucks, Farmer March 31 Charsley & Son, Beaconsfield, Bucks	WILLIAMS, PETER, Bonmaris, Anglesey, Livery Stable Proprietor March 25 Jones, Bangor
HOLMES, ALFRED, Bingley, Yorks, Common Brewer March 31 Weatherhead & Knowles, Bingley	WISE, ROBERT, Norton, Yorks April 4 Pearson & Co, Malton, York
HUDSON, FRANCIS, Haxby, Yorks April 4 Pearson & Russell, Malton, Yorks	WOOD, ROBERT BALLARD, Hampstead April 8 Ellis & Co, Basinghall st
JOHNSON, EMILY, Russell sq March 31 Haines, Serjeant's inn, Fleet st	WOODHEAD, THOMAS, Southport March 31 Collins & Co, Liverpool
JOHNSTON, FRANCIS, Liverpool, Merchant April 1 Batesons & Co, Liverpool	
JONES, WILLIAM OLIVER, Tregunter rd March 27 Jones, Gt Russell st, Bloomsbury sq	
LADFOGOD, NIELS CHRISTIAN MADSEN, Manchester, Cattle Merchant March 25 Shippey & Jordan, Manchester	

Bankruptcy Notices.

London Gazette.—FRIDAY, March 13.

RECEIVING ORDERS.

ALDRIDGE, FRANK ERNEST, Reading, Baker Reading Pet March 10 Ord March 10	KING & WILKINS, Fulham, Builders High Court Pet Jan 6 Ord March 11
BARBER, JOSEPH HENRY, Faversham, Gunsmith Canterbury Pet March 11 Ord March 11	LEES, ERNEST JOHN, Wrookwardine Wood, Salop, Builder Madocley Pet March 9 Ord March 9
BARNETT, WILLIAM, Tunbridge Wells, Grocer Tunbridge Wells Pet Feb 27 Ord March 11	LYOT, GEORGE HENRY, Mountain Ash, Glam, Monumental Sculptor Aberdare Pet March 9 Ord March 9
BELLAMY, THOMAS, South Kirby, Yorks, Grocer Wakefield Pet March 10 Ord March 10	MCCAULEY, JAMES, Carlisle, Tobaccoconist Carlisle Pet March 9 Ord March 9
BYLES, CHARLES, Bucklersbury, Builder High Court Pet March 11 Ord March 11	MCPARTLIN, MICHAEL, Wigan, Grocer Wigan Pet March 7 Ord March 11
BYLER, WILLIAM, Shipham, Norfolk, Farmer Norwich Pet Feb 20 Ord March 10	MICHAEL, ISAAC RAYMOND, Holles st, Cavendish sq High Court Pet Jan 23 Ord March 11
CHAPMAN, CHARLES RUFFIN, Canterbury, Farmer Canterbury Pet March 9 Ord March 9	MITTON, THOMAS, Brighton, Inventor Brighton Pet Feb 30 Ord March 11
CLAYTON, THOMAS WILLIAM, Stockton on Tees, Cab Proprietor Stockton on Tees Pet March 9 Ord March 9	NEWSON, GEORGE WILLIAM, North Lopham, Norfolk, Auctioneer Ipswich Pet March 10 Ord March 10
DAVIS, WILLIAM EVAN, Buxton, Staffs, Furniture Dealer Buxton Pet March 10 Ord March 10	OLDBOYD, FRANCIS HERBERT, Bradford, Tailor's Foreman Bradford Pet Feb 24 Ord March 9
DAVIS, SAMUEL WESLEY, Wollaston, Worcester, Beerhouse Keeper Stourbridge Pet Oct 27 Ord Feb 18	PACKHAM, LEONARD, Cotham Park, Bristol, Draper Bristol Pet March 11 Ord March 11
DE BORDARI, MAURICE, Hay hill, Berkeley sq High Court Pet Feb 19 Ord March 9	PENFELFIELD, EDWIN, Featherstone, Yorks, Labourer Wakefield Pet March 11 Ord March 11
EAST, GEORGE, Broughton, Hunts, Baker Peterborough Pet March 9 Ord March 9	POPPELTON, CHARLES EDWARD, Tottenham, Schoolmaster Edmonton Pet March 9 Ord March 9
ELIA, WILLIAM, Dewsbury, Fruit Merchant Dewsbury Pet Feb 28 Ord March 10	PRESTON, WILLIAM JOSEPH, Derby, Grocer Derby Pet March 9 Ord March 9
FLITCHER, JOHN HERBERT, Barrow Clough, nr Buxton, Innkeeper Stockport Pet March 9 Ord March 9	ROUGHTON, ROBERT, Wisbech St Peter, Builder King's Lynn Pet March 11 Ord March 11
GILCHRIST, JOHN HILDERED, Howden, Yorks, Publican Kingston upon Hull Pet March 11 Ord March 11	SELLENS, MARTHA, Coventry, Seedsman Coventry Pet March 10 Ord March 10
GLEDENING, JOHN, Allendale, Northumberland, Farmer Newcastle on Tyne Pet March 11 Ord March 11	SOWERY, JOHN GEORGE, Bayswater High Court Pet March 11 Ord March 11
GOODY, CHARLES, Roydon, Norfolk, Farmer Ipswich Pet March 10 Ord March 10	STOTTER, CHARLES, Enfield, Brick Manufacturer Edmonton Pet March 10 Ord March 10
HILLAR, EDWARD HENRY, Birmington on Sea, Kent, Licensed Victualler Canterbury Pet March 10 Ord March 10	THOMAS, JOHN, Tumble Llanon, Carmarthen, Colliery Fireman Carmarthen Pet March 11 Ord March 11
HOLBE, HENRY, Bedford, Insurance Agent Bedford Pet Feb 17 Ord March 10	WATERS, GEORGE ALEXANDER, Dover, Builders' Merchant Canterbury Pet March 10 Ord March 10
HOOPER, THOMAS, Walsall, Grocer Walsall Pet March 10 Ord March 10	WILLIAMS, EDWARD, Aberystwyth, Mon, Collier Treleagar Pet March 10 Ord March 11
HUGHES, HENRY, Gateshead, Builder Newcastle on Tyne Pet March 9 Ord March 9	WILLOUGHBY, JOHN DAVID, Greenwich, Board School Teacher Greenwich Pet March 9 Ord March 9
HUGHES, HENRY, Croydon, Treochy, Glam, Collier Pontypridd Pet March 11 Ord March 11	WORSTER, WILLIAM, Southwood, Hotel Proprietor Gt Yarmouth Pet Feb 30 Ord March 10
JAMES, WILLIAM CHARLES, Billingham, Durham, Brick-maker's Labourer Stockton on Tees Pet March 9 Ord March 9	YROMAN, FRANK, Bowes Park, Commercial Clerk Edmonton Pet March 9 Ord March 9
JOHNSON, HARRY SWAIN, Leicester Leicester Pet March 9 Ord March 9	
JOHNSON, WILLIAM, South Hindley, Yorks, Farmer Barnsley Pet March 9 Ord March 9	
JONES, DAVID W, Gaeftwlad, Gresham, Anglesey, Partner Bangor Pet Feb 23 Ord March 10	
JONES, HERBERT ST CLAIR, London Bridge, Provision Broker High Court, Court March 10 St Albans Pet March 9 Ord March 9	
JONES, DAVID, Watford, Coal Merchant St Albans Pet March 9 Ord March 9	

DAWK, PERCY, Penson, Carmarthen, Commission Agent March 24 at 12 Off Rec, 31, Alexandra rd, Swansea	DE BOSDARI, MAURICE, Hayhill, Berkeley sq March 23 at 11 Bankruptcy bldg, Carey st
DEMEREILL, EDMUND, Thornbury, nr Brandis Corner, Devon, Farmer March 24 at 12.30 Messrs Sanders & Son, High st, Barnstaple	DRINKWATER, ANNIE, Leominster, Hereford, Baker March 23 at 12.30 4, Court sq, Leominster
EVANS, WILLIAM BENNETT, Ludlow, Salop, Painter March 23 at 12.30 4, Court sq, Leominster	FRANKLIN, WILLIAM EDWARD, Kingston upon Hull March 21 at 11 Off Rec, Trinity House ln, Hull
GOOD, CHAS, Byles, Roydon, Norfolk, Farmer March 31 at 12.30 Prison st, Ipswich	HODDINOTT, BENJAMIN, Cardiff March 24 at 12 Off Rec, 117, St Mary st, Cardiff
HODKINS, HARRY JOSEPH JORDAN, Bedford March 25 at 3.30 The Crown Hotel, Faringdon, Berks	HOLLOWAY, GEORGE, Kingston on Thames, Confectioner March 24 at 11.30 21, Railway app, London Bridge
HOWARD, CHARLES JAMES, Norwich, Fish Merchant March 23 at 12.30 Off Rec, 8, King st, Norwich	HUTCHESON, HENRY, Gateshead, Builder March 23 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
HUME, WILLIAM SCHRIEBER, Olveston, Tuckington, Glas March 24 at 3 Off Rec, 117, St Mary st, Cardiff	JAMES, WILLIAM CHARLES, Billingham, Durham, Brick-layer's Labourer April 1 at 3 Off Rec, 8, Albert rd, Middlesbrough
JOHNSON, HARRY SWAIN, Leicester March 23 at 3 Off Rec, 1, Bettidge st, Leicester	JONES, ABEL, Aberystwyth, Denbigh, Butcher March 23 at 2.30 Crypt chambers, Eastgate row, Chester
JONES, HOMAGE, Bolt ct, Fleet st, Paper Merchant March 24 at 11 Bankruptcy bldg, Carey st	JONES, THOMAS, Tynyboth, Aberystwyth, Glam, Labourer March 24 at 12 133, High st, Merthyr Tydfil
JONES, THOMAS PRYCE, Brighton, Furniture Dealer March 26 at 10.30 Off Rec, 4, Pavilion bldg, Brighton	KETTLE, GEORGE VALENTINE, Croydon March 21 at 12.30 Off Rec, 8, King st, Norwich
KIRBY, WALTER, Throckingham, Lincs, Innkeeper March 21 at 12.15 Off Rec, 31, Silver st, Lincoln	KITCHEN, JOHN LEACH, Leeds, Bricklayer's Foreman March 23 at 11.30 Off Rec, 32, Park row, Leeds
LYNN, JOSEPH, Barnscliffe, Leeds March 23 at 11 Off Rec, 22, Park row, Leeds	MCCAULEY, JAMES, Carlisle, Tobaccoconist March 23 at Off Rec, 34, Fisher st, Carlisle
MORRIS, OWEN RICHARD, Camas, Anglesey, Grocer and Photographer March 23 at 12.30 Crypt chambers, Eastgate row, Chester	NEWSON, GEORGE WILLIAM, North Lopham, Norfolk, Auctioneer March 31 at 12.30 38, Prison st, Ipswich
ROSE, JAMES WILLIAM, Dartington, Wilts, Hairer March 24 at 12 Off Rec, Endless st, Salisbury	SAVERY, TOM, Aberystwyth, Mon, Labourer March 21 at 11 Off Rec, Westgate chambers, Newport, Mon
SMITHURST, JOHN, Colwyn Bay, Denbigh March 23 at 12 Crypt chambers, Eastgate row, Chester	SMITH, WILLIAM WHITE, Northampton, Market Gardener March 23 at 12 Off Rec, Bridge st, Northampton

Amended notice substituted for that published in the London Gazette of March 10:

EVANS, ALBERT JAMES, Newport, Mon, Tailor Newport, Mon Pet Feb 4 Ord March 5

FIRST MEETINGS.

BANNISTER, MARY JANE, Linthorpe, nr Middlesbrough, Furniture Dealer March 24 at 11 Off Rec, 8, Albert rd, Middlesbrough	BARRETT, JAMES EDWARD, Lees, nr Oldham, Builder March 31 at 11.30 Off Rec, Green st, Oldham
BRAY, JOHN JONATHAN, Kingston upon Hull March 24 at 11.30 Off Rec, Trinity House ln, Hull	BUTLER, CHARLES, Bucklersbury, Builder March 24 at 12 Bankruptcy bldg, Carey st
CLAYTON, THOMAS WILLIAM, Stockton on Tees April 1 at 3 Off Rec, 8, Albert rd, Middlesbrough	

STAFFORD, HENRY HEAP, Hyde, Cheshire, Grocer March 25 at 2.30 Off Rec, Byrom st, Manchester
WARDEN, THOMAS, Leicester, Builder March 23 at 12 Off Rec, Berridge st, Manchester
WILLIAMS, ISAAC, Tylorstown, Glam, Collier March 23 at 3 1.30, High st, Merthyr Tydfil

ADJUDICATIONS.

ALDRIDGE, FRANK ERNEST, Reading, Baker Reading Pet March 10 Ord March 10
ALLEN, FREDERICK JESSE, Clevedon, Somerset, House Agent Bristol Pet Feb 23 Ord March 6
BARBER, JOSEPH HENRY, Faversham, Gunsmith Canterbury Pet March 11 Ord March 11
BELLAMY, THOMAS, Moorhouse, South Kirkby, Yorks, Grocer Wakefield Pet March 10 Ord March 10
BUTLER, WILLIAM, Shipham, Norfolk, Farmer Norwich Pet March 11 Ord March 11
CHAPMAN, CHARLES RUFFIN, Canterbury, Farmer Canterbury Pet March 9 Ord March 9
CLAYTON, THOMAS WILLIAM, Stockton on Tees, Cab Proprietor Stockton on Tees Pet March 9 Ord March 9
DAVIES, WILLIAM EVANS, Burdon, Staffs, Furniture Dealer Hanley Pet March 10 Ord March 10
EAST, GEORGE, Broughton, Hunts, Baker Peterborough Pet March 9 Ord March 9
EVANS, ALBERT JAMES, Newport, Mon, Tailor Newport, Mon Pet Feb 4 Ord March 11
FLETCHER, JOHN HERBERT, Barmoor Clough, nr Buxton, Derby, Innkeeper Stockport Pet March 9 Ord March 9
FIVEN, CHARLES, Warrnam, Sussex, Speculator Brighton Pet Dec 23 Ord March 9
GILCHRIST, JOHN HILDERED, Howden, Yorks, Publican Kingston on Hull Pet March 11 Ord March 11
GOODY, CHARLES, Rorndon, Norfolk, Farmer Ipswich Pet March 10 Ord March 10
HILLIAR, EDWARD HENRY, Birchington on Sea, Kent, Licensed Victualler Canterbury Pet March 10 Ord March 10
HOPPER, THOMAS, Walsall, Grocer Walsall Pet March 10 Ord March 10
HUGHES, HENRY, Gateshead, Builder Newcastle on Tyne Pet March 9 Ord March 9
HUMPHREYS, RICHARD, Cwmpark, Treorchy, Glam, Collier Pontypool Pet March 11 Ord March 11
JAMES, WILLIAM CHARLES, Billingham, Durham, Brick-maker's Labourer Stockton on Tees Pet March 9 Ord March 9
JOHNSON, HARRY SWAIN, Leicester, Leicester Pet March 9 Ord March 9
JOHNSON, WILLIAM, South Hindley, Yorks, Farmer Barnsley Pet March 9 Ord March 9
JONES, HERBERT ST CLAIR, Duke st, London Bridge, Provision Broker High Court Pet March 10 Ord March 10
LAW, JAMES BROWN, Faversham, Watchmaker Canterbury Pet Feb 17 Ord March 7
LEED, GEORGE HENRY, Mountain Ash, Glam, Monumental Sculptor Aberdare Pet March 9 Ord March 9
MCCLAUDE, JAMES, Carlisle, Tobaccoist Carlisle Pet March 9 Ord March 9
PESTERFIELD, EDWIN, Featherstone, Yorks, Labourer Wakefield Pet March 11 Ord March 11
PLOTKEAR, MORRIS, Cannon st, High Court Pet Feb 6 Ord March 9
PRESTON, WILLIAM JOSEPH, Derby, Grocer Derby Pet March 9 Ord March 9
RICE, ERNEST, Staple hill, nr Bristol, Builder Bristol Pet March 3 Ord March 11
RICE, ROSE MARY, Staple hill, nr Bristol, Draper Bristol Pet March 3 Ord March 11
ROSE, JOHN WILLIAM, Brixton Prison, Solicitor High Court Pet Feb 6 Ord March 9
ROUGHTON, ROBERT, Wisbech St Peter, Cambridge, Builder King's Lynn Pet March 11 Ord March 11
SELLERS, MARTHA, Coventry, Seedsman Coventry Pet March 10 Ord March 10
SMITH, CHARLES, Salford, Birmingham, Refreshment house Keeper Birmingham Pet March 3 Ord March 8
SOWERBY, JOHN GEORGE, Baywater High Court Pet March 11 Ord March 11
STUTTER, CHARLES, Enfield, Brick Manufacturer Edmonton Pet March 10 Ord March 10
THOMAS, JOHN, Tumble Llanon, Carmarthen, Colliery Firm Carmarthen Pet March 11 Ord March 11
THOMAS, CHARLES, Bishop's Cleeve, Herts, Solicitor Hertford Pet Jan 31 Ord March 7
WATERS, GEORGE ALEXANDER, Dover, Builder's Merchant Canterbury Pet March 10 Ord March 10
WILLIAMS, EDWARD, Aberystwyth, Mon, Collier Tredegar Pet March 10 Ord March 11
WILLOUGHBY, JOHN DAVID, Greenwich, Board School Teacher Greenwich Pet March 9 Ord March 9
YERGAN, FRANK, Bowes Park, Commercial Clerk Edmonton Pet March 9 Ord March 9

Amended notice substituted for that published in the London Gazette of March 3:

BURTON, CHARLES ALBERT, North Shields, Draper Newcastle on Tyne Pet Feb 25 Ord Feb 25

ADJUDICATIONS ANNULLED AND RECEIVING ORDER RESCINDED.

McKENNOR, ROBERT, Billiter sq bldgs, Fenchurch st, High Court Rec Ord Nov 9, 1892 Adj Nov 11, 1892 Rec and Annual March 11, 1903

London Gazette. - Tuesday, March 17.

RECEIVING ORDERS.

ARMITAGE, TOM, Gledhow, Leeds, Grocer Leeds Pet March 12 Ord March 12
ATKINSON, JAMES, Rodley, Leeds, Builder Leeds Pet March 13 Ord March 13
BEARDING, ARTHUR, Ewney, Olney, Bucks, Gas Fitter Northampton Pet March 12 Ord March 12
BOWEN, JAMES OSBORNE, Aberdare, Merthyr Tydfil, Builder Merthyr Tydfil Pet March 11 Ord March 11
BRADFORD, ROBERT WILLIAM, Newton Abbot, Devon Knotter Pet March 3 Ord March 13

BUCKERIDGE, RICHARD SMITH, Manchester sq, Builder High Court Pet March 12 Ord March 12
BUTCHER, JAMES, Toppesfield, Essex, Grocer Colchester Pet March 13 Ord March 13
CARR, WALTER, Leicester, Book Manufacturer Leicester Pet March 14 Ord March 14
CORKILL, WILLIAM GREENWOOD, Blackpool, Painter Preston Pet March 13 Ord March 13
COLE, WILLIAM, Whitby, Yorks, Baker Stockton on Tees Pet March 11 Ord March 11
DOWNHAM, HERBERT JOSEPH, Chishall, Essex, Farm Bailiff Cambridge Pet March 13 Ord March 13
EASTWOOD, JAMES ALTHUS, Bradford, Solicitor Bradford Pet March 12 Ord March 12
ELLISON, THOMAS ROBERT, Bengeworth, Evesham, Petroleum Merchant Worcester Pet March 13 Ord March 13
EVANS, THOMAS JONAH, Lampeter, Cardigan, Livery Stable Keeper Carmarthen Pet March 13 Ord March 13
FLETCHER, HIRAN RICHARD, Nottingham, Common Brewer Nottingham Pet March 14 Ord March 14
GRAY, JAMES, King's Lynn, Baker King's Lynn Pet March 12 Ord March 12
GREY, HENRY ROBERT, Osborne ter, Clapham rd, High Court Pet Jan 7 Ord March 13
GUTTON, JAMES ARTHUR, Earsham, Norfolk, Farmer Ipswich Pet March 13 Ord March 13
HARRAN, WALTER, Coventry, Coal Merchant Coventry Pet March 12 Ord March 12
HARRISON, S, Brixton High Court Pet Jan 2 Ord March 13
HEADLAM, ALFRED, Whitby, Yorks, Grocer Stockton on Tees Pet March 13 Ord March 13
HOLDEN, EDWIN, Bolton, Plumber Bolton Pet March 14 Ord March 14
HUTCHINSON, W H, Leadenhall st, High Court Pet Dec 20 Ord March 13
JONES, HARRY, Gray's inn rd, Cycle Agent High Court Pet Feb 25 Ord March 13
JONES, WILLIAM GEORGE, Birmingham, Hatter Birmingham Pet March 14 Ord March 14
KAROVSKY, M M, Brick ln, Spitalfield, Tobaccoist High Court Pet Feb 11 Ord March 13
KNIGHT, ALFRED, Leicester, Cabinet Maker Leicester Pet March 12 Ord March 12
LAYTON, FREDERICK ERNEST, Windsor, Solicitor Eastbourne Pet Feb 20 Ord March 12
LEE, RICHARD BARBER, Bradford, Fish Salesman Bradford Pet March 14 Ord March 14
MARTIN, FREDERICK, Princes Risborough, Bucks, Coal Merchant Aylesbury Pet Feb 23 Ord March 13
MERTZ, ARCHIBALD CONRAD, Newport, M.n. Commercial Traveller Newport, Mon Pet March 13 Ord March 13
MITHAM, GEORGE BROOKS, Thornley, Durham, Innkeeper Durham Pet March 12 Ord March 12
MORLEY, WILLIAM GEORGE, Bangor, Bottling Stores Manager Bangor Pet March 13 Ord March 13
MUNTO, MARY ANN, Boston, Lines, General Dealer Boston Pet March 13 Ord March 13
OSMAN, ESTHER, Cross Keys, Mon, Draper Newport, Mon Pet March 13 Ord March 13
PEARL, JAMES WILLIAM WILSON, Croydon, Livery Stable Keeper Croydon Pet March 14 Ord March 14
PHILLIPS, ROBERT EDWARD, Cardiff, Painter Cardiff Pet March 11 Ord March 11
SCHACK-SMITH, ADALBERT JULIUS FRITZ, Manchester, Merchant Manchester Pet March 13 Ord March 13
SCOTT, CHARLES, Wolverhampton, Grocer Wolverhampton Pet March 14 Ord March 14
SHARPE, JOHN KILL, King-tm upon Hull, Hairdresser Kingston upon Hull Pet March 12 Ord March 12
SMITH, CHRISTOPHER, Gorton, nr Manchester, Professional Musician Manchester Pet March 12 Ord March 12
STALLABRAMS, JONATHAN, Hode-den, Herts, Butcher Hertford Pet March 13 Ord March 13
STANDIDGE, JOHN EDWARD, Bradford, Fishmonger Bradford Pet March 12 Ord March 12
STEBBINGS, HENRY HERBERT, Lowestoft, Painter Gt Yarmouth Pet March 14 Ord March 14
SETTON, PHINEAS THOMAS, Barrow on Soar, Leicester, Joiner Leicester Pet March 13 Ord March 13
THOMAS, ALBERT WILLIAM, Raglan, Mon, Farm Bailiff Hereford Pet March 13 Ord March 13
THOMAS, WILLIAM, Coventry, Woollen Draper Coventry Pet March 13 Ord March 13
WALLER, MORTIMER, Dartford, High Court Pet Feb 20 Ord March 12
WILKINSON, LOVELL, Birmingham, China Dealer Birmingham Pet Feb 23 Ord March 12
WOODMAN, BOWEN PUTTINGER, Bletchingley, Surrey Croydon Pet March 11 Ord March 11
YEATERS, EDWARD ARTHUR, Aberystwyth, Cabinet Maker Tredegar Pet Feb 6 Ord March 13

Amended notice substituted for that published in the London Gazette of March 13:

LEED, GEORGE HENRY, Mountain Ash, Glam, Painter Aberdare Pet March 9 Ord March 9

FIRST MEETINGS.

ALLEN, JOHN EDWARD, Chinley, Derby March 27 at 11 Off Rec, County chambers, Market pl, Stockport
ARMITAGE, TOM, Gledhow, Leeds, Grocer March 25 at 11 Off Rec, 22, Park row, Leeds
BARBER, JOHN, Felkirk, nr Barnsley, Screener March 25 at 10.15 Off Rec, 7, Regent st, Barnsley
BEDFORD, FREDERICK, and THOMAS BEDFORD, Clayton West, nr Huddersfield, Heath Rog Manufacturers March 25 at 11.15 Off Rec, 7, Regent st, Barnsley
BELLAMY, THOMAS, Moorhouse, South Kirkby, Yorks, Grocer March 23 at 11 Off Rec, 6, Bond ter, Wakefield
BRADFORD, ROBERT WILLIAM, Newton Abbot, Devon April 9 at 10.30 Off Rec, 9, Bedford circus, Exeter
BUCKERIDGE, RICHARD SMITH, Manchester sq, Builder March 25 at 12 Bankruptcy bldgs, Carey st
BURTON, THOMAS, Bradford, Colliery, Durham, Grocer March 25 at 12 Off Rec, 25, John st, Sunderland
BUTLER, WILLIAM, Shipham, Norfolk, Farmer March 25 at 3 Off Rec, 8, King st, Norwich

BUTTERWORTH, HANNAH MARIA, Burnley, Grocer March 25 at 11.30 Off Rec, 14, Chapel st, Preston
CLARK, GEORGE, Bath, Painter March 26 at 3 Off Rec, 21, Baldwin st, Bristol
CORKILL, THOMAS EDWARD, Lancaster, Baker March 25 at 11 Off Rec, 14, Chapel st, Preston
DAVIES, DAVID CYNWYD, West Hartlepool, Estate Agent March 26 at 3 Off Rec, 25, John st, Preston
DORRINGTON, CHARLES WALTERS, Burnley, Shop Fitter March 25 at 11.45 Off Rec, 14, Chapel st, Preston
EASTWOOD, JAMES ARTHUR, Bradford, Solicitor March 25 at 3.30 Off Rec, 23, Tyrell st, Bradford
ELLIS, WILLIAM, Dewsbury, Fruit Merchant March 25 at 11 Off Rec, Bank chmrs, Corporation st, Dewsbury
ELLISON, THOMAS ROBERT, Bengeworth, Evesham, Job Master March 23 at 10.45 Off Rec, 45, Copenhagen st, Worcester
FLETCHER, JOHN HERBERT, Barmoor Clough, nr Buxton, Derby, Innkeeper March 27 at 11.30 Off Rec, County chambers, Market pl, Stockport
GREATOREN, WILLIAM THOMAS, Hford, Coach Builder March 23 at 12.30 Off Rec, 23, Temple chmbrs, Temple av
GIBSON, JOHN, Cardiff, Licensed Victualler March 26 at 12 Off Rec, 117, St Mary st, Cardiff
HARRAN, WALTER, Coventry, Coal Merchant March 25 at 12 Off Rec, 17, Hertford st, Coventry
HOBOWITZ, RUBIN, Hoxton st, Draper March 25 at 2 Bankruptcy bldgs, Carey st
HULL, JAMES, Earls Croome, Worcester Innkeeper March 25 at 11.30 Off Rec, 45, Copenhagen st, Worcester
HUMPHREYS, RICHARD, Cwmpark, Treorchy, Glam, Collier March 25 at 11.30 Off Rec, 174, Corporation st, Birmingham
JAMES, THOMAS ARTHUR, Catford, Livery Stable Keeper March 27 at 11.30 24, Railway app, Lond-n Bridge
JOHNSON, WILLIAM, South Hindley, Yorks, Farmer March 25 at 10.45 Off Rec, 7, Regent st, Barnsley
JONES, DAVID W, Gwalchmai, Anglesey, Farmer March 25 at 12 Ship Hotel, Bangor
JONES, HERBERT ST CLAIR, Duke st, London Bridge, Provision Broker March 26 at 11 Bankruptcy bldgs, Carey st
KEITH, R C, Granville pl, Portman sq, Lieutenant March 27 at 12 Bankruptcy bldgs, Carey st
KNIGHT, ALFRED, Leicester, Cabinet Maker March 25 at 12.30 Off Rec, 1, Berridge st, Leicester
LAYTON, FREDERICK ERNEST, Windsor, Solicitor March 25 at 3 Off Rec, 24, Railway app, London Bridge
LEED, GEORGE HENRY, Mountain Ash, Glam, Monumental Sculptor April 1 at 12.30 County Court Office, Madeley
MCARTLIN, MICHAEL, Wigan, Grocer March 25 at 3 10, Exchange st, Bolton
MILWAIN, CHARLES, jun, Clapham, Credit Draper March 29 at 2.30 Bankruptcy bldgs, Carey st
NICHOLS, ARTHUR WILLIAM, Spalding, Lines, Merchant March 25 at 12 The White Hart Hotel, Spalding
OLDROYD, FRANCIS HERBERT, Bradford, Tailor's Foreman March 27 at 3 Off Rec, 23, Tyrell st, Bradford
PACKHAM, LEONARD, Bristol, Draper March 25 at 3 Bankruptcy bldgs, Carey st
PARISH, FRANK HOWARD, Neath, Glam, Refreshment house Keeper March 25 at 11.30 The Castle Hotel, Neath
PESTERFIELD, EDWIN, Featherstone, Yorks, Labourer March 26 at 11.30 Off Rec, 6, Bond ter, Wakefield
PHILLIPS, ROBERT EDWARD, Cardiff, Painter and Decorator March 25 at 11 Off Rec, 117, St Mary st, Cardiff
POPELTON, FRANCIS HENRY, and HERBERT THOMAS POPELTON, Walsall Wood, nr Walsall, Farmers March 26 at 12 Off Rec, Wolverhampton
PRESTON, WILLIAM JOSEPH, Derby, Grocer March 25 at 11 Off Rec, 47, Full st, Derby
RAWLINGS, JOHN, Cardiff, Fruiterer March 29 at 11 Off Rec, 117, St Mary st, Cardiff
RICHARDS, JOSEPH, Stapleford, Notts, Grocer's Manager March 25 at 3 Off Rec, 47, Full st, Derby
SCHIEF, FREDERICK LOUIS, Scotland, nr Lancaster, Butcher March 25 at 10.30 Off Rec, 14, Chapel st, Preston
SELLERS, MARTHA, Kenilworth, Seedsman March 25 at 11 Off Rec, 17, Hertford st, Coventry
SIMPSON, WALTER, Liverpool, Photographer March 25 at 2.30 Off Rec, 35, Victoria st, Liverpool
SMITH, CHARLES, Salford, Birmingham, Refreshment house Keeper March 26 at 11 174, Corporation st, Birmingham
SMITH, CHRISTOPHER, Gorton, nr Manchester, Professional Musician March 25 at 3 Off Rec, Byrom st, Manchester
SOWERBY, JOHN GEORGE, Baywater March 25 at 12 Bankruptcy bldgs, Carey st
STANDIDGE, JOHN EDWARD, Bradford, Fishmonger March 25 at 3 Off Rec, 23, Tyrell st, Bradford
SUTTON, PHINEAS THOMAS, Barrow on Soar, Leicester, Joiner March 25 at 3 Off Rec, 1, Berridge st, Leicester
TAYLOR, JOHN WILLIAM, Morecambe, Phenologist March 25 at 10.45 Off Rec, 14, Chapel st, Preston
THOMAS, JOHN, Tumble Llanon, Carmarthen, Colliery Firm April 1 at 11 Off Rec, 4, Queen st, Carmarthen
WALLER, MORTIMER, Dartford March 26 at 12 Bankruptcy bldgs, Carey st
WILKINSON, JOHN, Dudley, Baker March 25 at 12 Off Rec, 190, Wolverhampton st, Dudley
WILES, GEORGE STRIMMER, Hythe, Solicitor March 25 at 11.30 Off Rec, 83, Castle st, Canterbury

Amended notice substituted for that published in the London Gazette of Feb 17:

BILLINGTON, RICHARD, Ambleside, Westmorland, Boot Maker March 29 at 11.30 The Grosvenor Hotel, Stramington, Kendal

ADJUDICATIONS.

ARMITAGE, TOM, Gledhow, Leeds, Grocer Leeds Pet March 12 Ord March 12
ATKINSON, JAMES, Rodley, Leeds, Builder Leeds Pet March 13 Ord March 13
BEARDING, ARTHUR, Ewney, Olney, Bucks, Gasfitter Northampton Pet March 12 Ord March 12
BOWEN, JAMES OSBORNE, Aberdare, Merthyr Tydfil, Builder Merthyr Tydfil Pet March 11 Ord March 11
BRIDGES, BEAMAN, Beckenham, Roundabout Proprietor Croydon Pet Feb 5 Ord March 13

BUTCHER, JAMES, Toppsfield, Essex, Grocer Colchester
Pet March 13 Ord March 13
CARR, WALTER, Whitby, Yorks, Baker Stockton on Tees
Pet March 14 Ord March 14
CHALLISS, PHILIP GEORGE, and PERCY RAYNHAM CHALLISS,
Maidstone, Builders Maidstone Pet Feb 18 Ord
March 11
COCKELL, WILLIAM GREENWOOD, Blackpool, Painter
Preston Pet March 13 Ord March 13
COLE, WILLIAM, Whitby, Yorks, Baker Stockton on Tees
Pet March 11 Ord March 11
COX, CHARLES EDWARD, Ilkerton, Derby, Road Contractor
Derby Pet Feb 26 Ord March 12
DOWNHAM, HERBERT JOSEPH, Chishall, Essex, Farm
Bailiff Cambridge Pet March 13 Ord March 13
ELLISON, THOMAS ROBERT, Bengeworth, Evesham, Jobbing
Master Worcester Pet March 13 Ord March 13
FERGUSON, EDMUND PATRICK, Piccadilly High Court Pet
Feb 17 Ord March 13
FLETCHER, HIRAN RICHARD, Nottingham, Common Brewer
Nottingham Pet March 14 Ord March 14
GLENDINNING, JOHN, Allendale, Northumberland, Farmer
Newcastle on Tyne Pet March 11 Ord March 11
GUTTON, JAMES ARTHUR, Earsham, Norfolk, Farmer
Ipswich Pet March 13 Ord March 13
HALE, WALTER SAMSON, Fulham rd, Stock Broker High
Court Pet Nov 4 Ord Jan 28
HAREAY, WALTER, Coventry, Coal Merchant Coventry
Pet March 12 Ord March 12

ABRIDGED PROSPECTUS

SHEFFIELD CORPORATION
£3 PER CENT. STOCK.

Issue of £950,000.
Price of Issue, £92 10s. Od. per cent.

The CORPORATION OF SHEFFIELD give notice that they are prepared to receive applications for the above Stock.
Interest payable half-yearly, on the 1st March and 1st September. Interest will accrue from the date of payment of the money to the bankers.

No sum less than £50 of Stock will be allotted, and any amount in excess of that sum must be a multiple of £10.

Applications for Stock, accompanied by a deposit of £5 per cent. on the nominal amount applied for, to be made to the Registrar, at his Office, Town Hall, Sheffield, or addressed to him, care of Messrs. Glynn, Mills, Currie, & Co., 67, Lombard-street, London, E.C. Payment of the balance of the amount of Stock allotted to be made within one calendar month from the date of such allotment.

The Stock and Interest thereon will be charged on the Borough and District Rates, the powers for levying which are unlimited, and upon the revenues of the Corporation from their lands, undertakings, and other property for the time being, including the Tramways, Water, Electric Light and Power, and Markets undertakings. The rateable value of the City of Sheffield now stands at £1,610,932.

The net Debt of the Corporation of Sheffield now stands at £6,864,875, against which the Corporation possess valuable lands, debts owing on mortgage by other public bodies, and also the Tramways, Water, Electric Light and Power, and Markets undertakings, which undertakings alone represent a capital value of £5,084,255.

By "The Trustee Act, 1893," trustees may invest their trust funds in this Stock unless expressly forbidden by the instrument creating the trust to invest in Corporation Stocks.

Full prospectuses and forms of application may be obtained from the Registrar, Town Hall, Sheffield; or from the Sheffield and Hallamshire Bank, Limited, Sheffield; or their London Agents, Messrs. Glynn, Mills, Currie, & Co.

W. FISHER TASKER,

Registrar and City Treasurer.

City Treasurer's Office, Town Hall, Sheffield,
5th March, 1903.

KENT, within 20 minutes of the City, adjacent the station, in a lovely and favourite district, close to golf ground.—An exceptionally fine Building Property, embracing about 46 acres of Freehold Land, ripe and suitable for building speculation; gas, water, and main sewerage.—Apply to BAXTER, PAYNE, & LEPPER, 69, King William-street, E.C., and Bromley, Kent.

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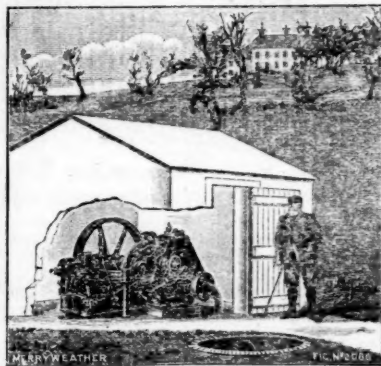
FREEHOLD GROUND-RENTS of £300 and £500 per annum, amply secured upon Two newly-erected Buildings of very handsome elevation and of the rack-rental value of £1,000 and £2,500 per annum respectively; price 30 years' purchase.—For further particulars apply to W. BURNELL TUNBS, Surveyor, 68-9, Shoe-lane, E.C., and 37, Barbican, E.C.

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SOLICITOR, B.A. Oxon., admitted 1897, requires Conveyancing Clerkship, with plenty of work. 9 years with well-known City firm. £200, or thereabouts.—G., care of R. J. Wigram & Co., Finsbury House, E.C.

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TO SOLICITORS ONLY.—Clerk, with spare time, would undertake Preparation of Drafts, Abstracts, Wills, Probate and Death Duty Accounts, &c.; strictly private and confidential.—Write E. B., care of Housekeeper, 63-1, Chancery-lane, W.C.

TO MANAGING CLERKS and Others.—Professional Gentlemen would be glad to hear from those able to influence business; utmost secrecy observed.—SECURE, care of Street's, 30, Cornhill, E.C.

OWING to the publicity which has recently been given to the London and Globe Finance Corporation, and in response to inquiries, the LIVERPOOL and LONDON and GLOBE INSURANCE COMPANY wish to repeat what they stated in January, 1901, that they have NOT, nor ever have had, ANY CONNECTION with or interest in the LONDON and GLOBE FINANCE CORPORATION.—March, 1903.

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HART, GILBERT COLBURN, Teddington, Auctioneer Kingston, Surrey Pet Aug 1 Ord Sept 9
 HEADLAN, ALFRED, Whitby, Yorks, Grocer Stockton on Tees Pet March 13 Ord March
 HOLDEN, EDWIN, Bolton, Plumber Bolton Pet March 14 Ord March 14
 HOLLAND, ERNEST BEUTELLE, Teddington, Bootmaker Kingston, Surrey Pet Aug 25 Ord Sept 8
 JONES, WILLIAM GEORGE, Birmingham, Hatter Birmingham Pet March 14 Ord March 14
 JOYNER, DAVID, Watford, Herts, Coal Merchant St Albans Pet March 9 Ord March 9
 KITTLE, GEORGE VALENTINE, Cromer Norwich Pet Feb 18 Ord March 13
 KNIGHT, ALFRED, Leicester, Cabinet Maker Leicester Pet March 12 Ord March 12
 LACHMAN, M. Palace et High Court Pet Sept 15 Ord March 11
 LEE, RICHARD BARKER, Laisterdyke, Bradford, Fish Salesman Bradford Pet March 14 Ord March 14
 LEASE, ERNEST JOHN, Wrockwardine Wood, Salop, Builder Madeley Pet March 9 Ord March 12
 LEWIS, ANNIE, Birmingham, Jeweller Birmingham Pet Sept 24 Ord Oct 31
 MCPARTLIN, MICHAEL, Wigan, Grocer Wigan Pet March 7 Ord March
 MERTZ, ARCHIBALD CONRAD, Newport, Mon. Commercial Traveller Newport, Mon. Pet March 13 Ord March 13
 MITHAM, GEORGE BROOKS, Thornley, Durham, Innkeeper Durham Pet March 12 Ord March 12
 MURRAY, WILLIAM GEORGE, Bangor, Bottling Stores Manager Bangor Pet March 13 Ord March 13
 MUSTON, MARY ANN, Boston, Lincs, General Dealer Boston Pet March 13 Ord March 13
 OSMAN, KATHER, Cross Keys, Draper, Newport, Mon. Pet March 13 Ord March 14
 PHILLIPS, ROBERT EDWARD, Cardiff, Painter Cardiff Pet March 11 Ord March 11
 POPPLESTONE, CHARLES EDWARD, Tottenham, Schoolmaster Elmington Pet March 9 Ord March 11
 RICHARDS, JOSEPH, Stapleford, Notts, Grocer's Manager Derby Pet Feb 20 Ord March 10
 ROSS, WILLIAM, Leeds, Clothier Leeds Pet Nov 19 Ord Dec 17
 SCHACK-SOMMER, ADALBERT JULIUS FRITZ, Manchester, Merchant Manchester Pet March 13 Ord March 13
 SCOTT, CHARLES, Wolverhampton, Grocer Wolverhampton Pet March 14 Ord March 14
 SHARPE, JOHN KIME, Kingston upon Hull, Hairdresser Kingston upon Hull Pet March 12 Ord March 12
 SLOBODINSKY, JACOB LEON, High st, Whitechapel High Court Pet Jan 19 Ord March 11
 SMITH, CHRISTOPHER, Gorton, nr Manchester, Professional Musician Manchester Pet March 12 Ord March 12
 SMITH, JOHN, Finsbury, Company Promoter High Court Pet Jan 3 Ord March 12
 STANSDIDGE, JOHN EDWARD, Bradford, Fishmonger Bradford Pet March 12 Ord March 12
 STEBBINGS, HENRY HERBERT, Lowestoft, Painter Gt Yarmouth Pet March 14 Ord March 14
 STRAWSON, VINCENT, Craven st, Strand, Gentleman High Court Pet Feb 3 Ord March 13
 SUTTON, FRANK THOMAS, Ratford on Soar, Leicester, Joiner Leicester Pet March 13 Ord March 13
 TERRY, PERCY, Hackney High Court Pet Feb 9 Ord March 13
 THOMAS, ALBERT WILLIAM, Baglan, Mon, Farm Bailiff Hereford Pet March 13 Ord March 13
 THOMAS, WILLIAM, Coventry, Woollen Draper Coventry Pet March 13 Ord March 13
 WILLIAMS, ANTHONY ANSTETH, Hingham, Suffolk Ipswich Pet Jan 26 Ord March 12
 WILKINSON, LAUREL, Birmingham, China Dealer Birmingham Pet Feb 26 Ord March 13
 Amended notice substituted for that published in the London Gazette of Jan 11, 1901:
 WHITE, JOSEPH, Hanwell, Builder Wandsworth Pet Jan 9, 1901 Ord Sept 28
 Amended notice substituted for that published in the London Gazette of Feb 6:
 BUTT, FREDERICK CHARLES, Cardiff, Confectioner Cardiff Pet Jan 21 Ord Jan 31
 Amended notice substituted for that published in the London Gazette for Feb 20:
 CLARKE, HERBERT EDWARD, Southsea, Fishmonger Portsmouth Pet Feb 16 Ord Feb 16
 Amended notice substituted for that published in the London Gazette of March 13:
 LLOYD, GEORGE HENRY, Mountain Ash, Glam, Painter Mountain Ash Pet March 9 Ord March 9

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